



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO

STATE OF CALIFORNIA

Regular Meetings: The First,
Second, And Third Tuesday of
each month

Regular Meeting

County Courthouse,
Bridgeport, CA 93517

December 9, 2008

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at www.monocounty.ca.gov. If you would like to receive an automatic copy of this agenda by email, please send your request to Lynda Roberts, Clerk of the Board : lroberts@mono.ca.gov.

9:00 AM Call meeting to Order

Pledge of Allegiance

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

BOARD MEMBER REPORTS

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.

Approximately 10 Minutes COUNTY ADMINISTRATIVE OFFICE

1) CAO Report regarding Board Assignments (David Wilbrecht)
RECOMMENDED ACTION: Receive brief oral report by County Administrative Officer (CAO) regarding his activities.

2) APPROVAL OF MINUTES

A. Minutes of the Regular Meeting held November 18, 2008.

B. Minutes of the Special Meeting held November 18, 2008.

Approximately
thru 10:00 a.m.

CLOSED SESSION

COUNTY COUNSEL

- 3a) Employee Performance Evaluation - PUBLIC EMPLOYEE PERFORMANCE EVALUATION.
Government Code section 54957. Title: County Counsel.

COUNTY ADMINISTRATIVE OFFICE

- 4a) Employee Performance Evaluation - PUBLIC EMPLOYEE PERFORMANCE EVALUATION.
Government Code section 54957. Title: County Administrator.

HUMAN RESOURCES

- 5a) Labor Negotiations - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): David Wilbrecht, Marshall Eudolph, Brian Muir, & Robert Garret. Employee Organization(s): Mono County Deputy Sheriff's Association.
- 5b) Labor Negotiations - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): David Wilbrecht, Marshall Rudolph, Brian Muir, & Robert Garret. Employee Organization(s): All.
- 5c) Labor Negotiations - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): David Wilbrecht, Marshall Rudolph, Brian Muir, Mark Mikulicich, & Robert Garret. Employee Organization(s): Mono County Paramedic Rescue Association

10:00 a.m.
Approximately 15
minutes

DEPARTMENT REPORTS/EMERGING ISSUES (PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

Approximately 5
minutes for
Consent Items

CONSENT AGENDA

*(All matters on the consent agenda are to be approved on one motion
unless a board member requests separate action on a specific item.)*

COUNTY COUNSEL

Additional Departments: Agricultural Commissioner

- 6a) Ag Commissioner Resolution - Proposed Resolution Granting Authority to the Agricultural Commissioner-Director Weights and Measures to Enter into Enforcement and Service Contracts with the California Department of Pesticide Regulation, and Repealing Resolution 96-49.

Recommended Action: Adopt Resolution.

Fiscal Impact: None.

CLERK OF THE BOARD

- 7a) Birchim Community Service District - Requested reappointments to the Board of Directors of the Birchim Community Service District.

Recommended Action: Consider and potentially reappoint Linda Monreal and Steve Toups to new terms of office on the Board of Directors of the Birchim Community Services District, pursuant to Elections Code section 10515(b).

Fiscal Impact: None

HEALTH DEPARTMENT

- 8a) Emergency Medical Services Appropriation for FY 2008/09

Recommended Action: The Board of Supervisors approves and authorizes the CAO Financial Analyst to sign the Declaration of Intent (Option 1) and the Standard Agreement for the Emergency Medical Services Appropriation for FY 2008/09.

Fiscal Impact: \$10,213 of state funding for the EMS fund, which provides funding to medical providers providing otherwise uncompensated emergency medical care in Mono County.

- 8b)** California Department of Public Health Contract for Immunization Registry Funding - Consider and potentially approve County renewal of the proposed contract, 08-85358, with the California Department of Public Health pertaining to the development and implementation of local and/or regional automated immunization information and reminder systems, and authorize the Board Chair to execute said contract on behalf of the County.

Recommended Action: Approve County entry into proposed contract. Authorize Board Chair to sign said contract on behalf of the County.

Fiscal Impact: \$10,000 of grant funding received to perform as detailed in the scope of work

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are available for review and are located in the Office of the Clerk of the Board

CLERK-RECORDER

- 9a)** Public Utilities Commission 760 Overlay - Document pertaining to application of the North American Numbering Plan Administrator, on behalf of the California Telecommunications Industry, for Relief of the 760 Numbering Plan Area.
- 9b)** Eastern Sierra and Northern San Gabriel Wild Heritage Act - Letters regarding the Eastern Sierra and Northern San Gabriel Wild Heritage Act.

ELECTIONS

- 10a)** Certification of Election (**Lynda Roberts**) - Certification of County Clerk/Registrar of Voters to the results of the canvass of the November 4, 2008, General Consolidated Election.

5 minutes

Recommended Action: Receive and approve as correct the Statement of Votes cast in the November 4, 2008, General Consolidated Election, and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of Votes.

Fiscal Impact: None

CLERK OF THE BOARD

- 11a)** Small Business Development Center (**Supervisor Hunt, Dan Lyster and Elliott Belin**) - Presentation before the Board about services offered by the Weill Institute Small Business Development Center. The Center provides one-on-one business counseling, training and technical assistance at no cost to their clients.

10:00 a.m.
20 minutes

Recommended Action: Receive information about the program and consider possible funding support.

Fiscal Impact: \$5,000

- 11b)** CSAC Appointments (**Lynda Roberts**) - Selection from the Board of Supervisors of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2009.

10 minutes

Recommended Action: Elect a member of the Board of Supervisors to serve on the CSAC

Board of Directors for the 2009 Association year beginning December 1, 2008. Also elect an alternate member.

Fiscal Impact: None

AMBULANCE PARAMEDICS

12a)

10 minutes

Paid per call MOU between Mono County and White Mt. Fire (**Mark Mikulicich, Paramedic Rescue Chief**) - Consider and potentially approve County entry into proposed contract with White Mountain Fire Department pertaining to the paid-per-call MOU, and authorize the Chairman of the Board to execute said contract on behalf of the County. Receive staff report. Provide any desired direction to staff.

Recommended Action: Approve County entry into proposed contract. Authorize Chair of the Board to sign said contract on behalf of the County. Authorize Clerk of the Board to send copy of signed MOU to White Mt. Fire Department.

Fiscal Impact: It is estimated that the paid-per-call incentive would cost approximately \$5,000 to \$10,000 for fiscal year 2008/2009. Funds are currently allocated for this purpose within this budget cycle.

12b)

10 minutes

Paid per Call MOU with Chalfant Fire Department (**Mark Mikulicich**) - Consider and potentially approve County entry into proposed contract with Chalfant Fire Department pertaining to the paid-per-call incentive for EMT volunteers providing emergency medical care, and authorize the Chairman of the Board to execute said contract on behalf of the County. Receive staff report. Provide any desired direction to staff.

Recommended Action: Receive staff report with final comments regarding the MOU, engaging in any further discussion as desired. Approve County entry into proposed contract. Authorize the Chairperson of the Board to sign said contract on behalf of the County.

Fiscal Impact: Costs are estimated at between \$5,000 to \$10,000 depending on call volume, based on historical patterns. Funding is currently available within budgeted allocations identified for such operations for FY 2008/2009.

PUBLIC WORKS

Additional Departments: Community Development Dept.

13a)

15 minutes

Agreement for Lee Vining Streetscape Maintenance (**Evan Nikirk**) - Consider and potentially approve County entry into proposed maintenance contract with Caltrans pertaining to the Lee Vining Streetscape Project, and authorize the Public Works Director to execute said contract on behalf of the County. Receive staff report. Provide any desired direction to staff.

Recommended Action: Authorize the Public Works Director (in consultation with County Counsel) to execute and administer a long-term cooperative maintenance agreement with Caltrans District 9 for the Lee Vining Streetscape project. This authorization shall include making minor amendments to said agreement from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

Fiscal Impact: None, the contract provides for an exchange of services.

Additional Departments: County Counsel

13b)

15 minutes

Letter to Bureau of Land Management Regarding Walker Community Park Lease (**Kelly Garcia**) - Consider letter from the Board of Supervisors to the Bureau of Land Management, Bishop Field Office, regarding a property line discrepancy at the Walker Community Park.

Recommended Action: Authorize Chair's signature on a letter to the Bureau of Land Management regarding property line discrepancy at the Walker Community Park.

Fiscal Impact: None

HUMAN RESOURCES

14a)

Employment Contract with Linda Romero (**Robert Garret**) - Consider and potentially adopt proposed resolution R08_ approving an employment agreement with Linda Romero and prescribing the compensation, appointment, and conditions of said employment. Receive staff report. Provide any desired direction to staff.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: \$99,481 for Fiscal Year 2008-2009 \$104,057 for Fiscal Year 2009-2010. \$108,844 for Fiscal Year 2010-2011. These costs include Salary and Benefits. FY 2008-2009 Funds Currently Budgeted

ADJOURNMENT

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 9, 2008

DEPARTMENT Clerk of the Board

**ADDITIONAL
DEPARTMENTS**

TIME REQUIRED

SUBJECT Minutes of November 18, 2008

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

A. Minutes of the Regular Meeting held November 18, 2008.

RECOMMENDED ACTION:

Approve Minutes

FISCAL IMPACT:

None

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 932-5538 / lroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
***PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING***

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download

☐ [Minutes of November 18, 2008](#)

History

Time	Who	Approval
11/21/2008 3:33 PM	County Administrative Office	Yes
11/21/2008 4:52 PM	County Counsel	Yes
11/24/2008 7:56 AM	Finance	Yes
11/24/2008 9:03 AM	County Administrative Office	Yes



DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA

Regular Meetings: The
First, Second, and Third
Tuesday of each month

Regular Meeting

County Courthouse,
Bridgeport, CA 93517

November 18, 2008

November 4, 2008

Flash Drive		
Minute Orders	M08-218	M08-220
Resolutions	R08-59	R08-67
Ordinance	Ord08-06	Not Used

November 18, 2008

Flash Drive		
Minute Orders	M08-221	M08-228
Resolutions	R08-68	R08-68
Ordinance	Ord08-06	Not Used

9:00 AM Meeting Called to Order by Chairperson Supervisor Vikki Bauer

Pledge of Allegiance led by Supervisor Tom Farnetti

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke

BOARD MEMBER REPORTS

Farnetti: Franchise fee arrangement ; Dept. Head meeting - good meeting; LtC meeting –update on enhanced 911 system – GIS update also; Cal Trans gave report on their activities (Black Rock project);

Hunt: Yosemite Natl Park Day; Interagency visitors center meeting (Bishop); ; Upcoming applications for funding will be considered at Conservancy Board Meeting to further projects; Sierra Solutions Conference put on by Sierra Business Council; Horizon Air flight meeting; all on target. Eastern Sierra Transit Authority meeting ; First Five had public Hearing – need more preparation for kids entering Kindergarten; Mono County Drug and Alcohol Mental Health Advisory Board meeting; Recruiting for a lot of positions on this Board; Suggested Eastern Sierra Conservancy Projects discussed. Town/County Liaison meeting

Reid: Antelope Valley reassuring people that the lighting problem would be addressed; Could be scheduled for surgery soon on knee; Ann Higgins called re gate that is locked to Lundy Lake she wants unlocked so that it doesn't add another 6 miles onto her walk. Told her that Board wouldn't rescind this; told her to call lodge owner and ask for a key. Would like to adjourn meeting in honor of Rich Boardman.

Hazard: IMMMA Board meeting; Met with CAO and PW staff and went to Tom's PI where many topics came up; Conf. call with Allen Berry re contract for Sunny Slopes internet service. Not quite there yet but almost; Chalfant office hours – number of people asking about the school bond issue; playground equipment was removed and a

NOTE

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citizen wants to have the old equipment; CAO says some is in too poor of condition except swing from Lee Vining; everything else is not serviceable. Will be included in surplus sale; Crowley Lake Office Hours; meeting with tribal office in Benton re Animal Control issues. Interested in talking to county re MOU for animal control services.
Bauer: PILT \$ 400,000 to our county .

COUNTY ADMINISTRATIVE OFFICE

- 1) CAO Report regarding Board Assignments (David Wilbrecht)
ACTION: Receive brief oral report by County Administrative Officer (CAO) regarding his activities.

Status needs for dept. directors
Special events ordinances
SRS funding H1424
Negotiations with various bargaining groups (Paramedics)
Sierra Center Mall is progressing
Mega Byte System
GEMS System
Met with Grand Jury
Measure R assistance
Met with George Milovich re Ag building
Winter Road maintenance, etc. Toms Place
Employee recognition

- 2) APPROVAL OF MINUTES

M08-221 A. Minutes of the regular meeting held October 14, 2008. Approved
Hazard/Reid 3-0 Abstain: Hunt and Bauer

M08-222 B. Minutes of the regular meeting held October 21, 2008. Approved
Hunt/Farnetti 4-0 Abstain: Reid

M08-223 C. Minutes of the special meeting held on October 21, 2008. Approved
Hunt/Hazard 4-0 Abstain: Reid

M08-224 D. Minutes of the regular meeting held November 4, 2008. Approved
Farnetti/Hunt 4-0 Abstain: Reid

CLOSED SESSION

*Enter 9:05 a.m. Exit 10:10 a.m.
10:10 to 10:15 a.m.*

COUNTY COUNSEL

- 3a) Conference with Legal Counsel - CONFERENCE WITH LEGAL COUNSEL –
ANTICIPATED LITIGATION. Initiation of litigation pursuant to subdivision (c) of
Government Code section 54956.9. Number of potential cases: one.

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COUNTY ADMINISTRATIVE OFFICE

- 4a) Employee Performance Evaluation - PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrator.

COUNTY COUNSEL

- 5a) Employee Performance Evaluation - PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel.

HUMAN RESOURCES

- 6a) Labor Negotiations - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): David Wilbrecht, Marshall Rudolph, Brian Muir, & Robert Garret. Unrepresented employee(s): All.
- 6b) Labor Negotiations - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): David Wilbrecht, Marshall Rudolph, Brian Muir, Mark Mikulicich, & Robert Garret. Employee Organization(s): Mono County Paramedic Rescue Association.
- 6c) Labor Negotiations - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): David Willbrecht, Marshall Rudolph, Brian Muir, Rick Scholl, & Robert Garret. Employee Organization(s): Mono County Deputy Sheriffs' Association.
- 6d) Labor Negotiations - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): David Willbrecht, Marshall Rudolph, Brian Muir, Rick Scholl, & Robert Garret. Employee Organization(s): Mono County Public Safety Officers' Association.

DEPARTMENT REPORTS/EMERGING ISSUES

Brian Muir, Finance Director: Mega Byte Contract approved and offices have met and established some milestones...go live date Feb. 27, 2009. Two responses to needs assessment RFP – contract coming
Lynda Roberts, Clerk: Assistant Clerk has been hired, Linda Romero has accepted the position. Contract will be coming in next meeting or so.

Rick McManis: Eric Drell property re June Lake General Store – new stairway will be installed – permit application will be submitted; other unpermitted construction is a concern – northern county complaint re construction- there are people who just move forward without permit – thinking about using an “amnesty program” extended to people who have done work with no permit – issue a permit with no penalties, etc. need to advertise, get message out to people – Board needs to consider this – it will be placed on the agenda at a later date by Building Official
New software in building department – will have capacity to allow digital permitting – offers opportunity to look at

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issuance of permits, etc. Should go live first of year; fee waiver for fire districts re remodel work on fire department properties – Board will consider this and Building Official will bring presentation before the Board.

Sarah McCahill: present with Mono County Tourism Commission during last meeting of year – report on accomplishments and programs, etc. promotions, etc. described and increases in public interest on web site, etc. 2800 people signed up for “get away” contest; Open House held on Oct. 28 with Tourism Partners; Feedback and planning session with partners; open house had over 40 people attend – members of Tourism Commission are recognized.

Evan Nikirk, Public Works Director: Update of Public Works vacancies and report on offers of employment, etc. Head Custodian position has been offered to Nubia Dunn; Parks and Facilities Supervisor job description has been completed and it is being advertised “in house; maintenance positions are being advertised and interview panels are being set up. Should be able to make offers by end of year. Kim Durr retires this month – luncheon will be held at Memorial Hall tomorrow.

Scheduled with planning to go out to RPACs with information on PW and Planning departments. All communities should be discussed at each location so that everyone knows what all are doing.

Dan Lyster: Attended Walker River Stake Holders meeting – went over projects, information, etc. Met with several re trying to draw in County in building golf course in Mammoth? Centered around South County recreation project. Reid comments on Walker Stakeholders member that passed away. Description of logowear out of Walker. Reid wants logo information put on website – Lyster will get information out.

Evan Nikirk: Jeff has been working with employees re t-shirts for employees of Public Works getting t-shirts to wear while working.

Frances Rich from Walker: report on accident at Walker Community Center in back where Erma Thomas fell in an unlighted area and damaged her face. Wants to thank Supervisor Reid for the lighting that was installed and for the work that is being done to fix this problem. Photos are passed among board members. Through Public Works there were portable lights and work had been done to insure safety – need to minimize hazards. Evan Nikirk – All lighting problems need to be addressed in all parking lots around the county. Public Works will be coming to Board on Dec. 9th with safety issues around the county and determine in which order these projects should be done. Hazard recalls that we are paying Trindel insurance to inform us about safety issues? What are we doing with these people and are we paying them? Trindel needs to be more informative – they are reps of nine counties all together – there is a safety officer that does come and does inspection – we can ask them to look at problems (ie: parking lots) Brian Muir reports on Trindel and what their function is – they are not going to each county and inspecting each county for safety issues – we have to identify the issues and request that they come and assist us; Farnetti states that there should be a check list and things should be checked periodically. What happened to “safety committees” within each department. Marshall Rudolph reminds Board that this item is not agendaized and any further discussion should be done at an agendaized meeting.

CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

CLERK OF THE BOARD

- 7a) Consent Agenda - There are no items on the consent agenda.

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are available for review and are located in the Office of the Clerk of the Board

CLERK-RECORDER

- 8a) Antelope Valley Fire District Vacancy - Notice from Kathryn Mandichak, Chairperson, Antelope Valley Fire District Board of Commissioners regarding a

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vacancy on the Board of Commissioners.
Reid states that there are actually three vacancies.

- 8b) Letter from Mark Langner - Letter addressed to Mono County Board of Supervisors from Mark Langner regarding Cougar Gold.
- 8c) Alice Suszynski Letter - Letter dated October 31, 2008, from Alice Suszynski to the Mono County Board of Supervisors regarding homeowner's exemption notice.
- 8d) Letters regarding the Wild Heritage Act - Letters received November 3, 2008, addressed to the Mono County Board of Supervisors regarding the Eastern Sierra and Northern San Gabriel Wild Heritage Act.

ELECTIONS

- 9a) Certification of Elections Official (**Lynda Roberts**) - Certification of County Clerk/Registrar of Voters to the results of the canvass of the November 4, 2008, General Consolidated Election.

Taken off agenda
to be rescheduled
for 12/9/08

Action: Receive and approve as correct the Statement of Votes cast in the November 4, 2008, General Consolidated Election, and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of Votes.

PUBLIC WORKS

- 10a) Memorandum of Agreement with respect to Cultural Resources at 55 Court Street (**Kelly Garcia**) - Consideration of a MOA between Mono County, the Federal Aviation Administration, and the California State Historical Preservation Office regarding the Sturgeon property at 55 Court Street.
- M08-225** **Action:** Approve and authorize the Director of Public Works to execute a Memorandum of Agreement between Mono County, the Federal Aviation Administration, and the California State Historical Preservation Office with respect to the Bryant/Sturgeon Residence at 55 Court Street.
Reid/Hazard 5-0

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Additional Departments: Environmental Health

- 10b) Authorization to Bid for Landfill Closure Construction (**Evan Nikirk**) - Receive presentation by Public Works staff regarding proposed closure construction at the Bridgeport Landfill. Consider and potentially approve plans and specifications. Provide any desired direction to staff. Director will come before Board in January 2009 with bids, etc.
- M08-226** **Action:** Approve plans, specifications, bid package, and related contract documents for closure construction at the Bridgeport Landfill. Authorize the Public Works Director to advertise an Invitation for Bids and to issue the project bid package.
Hunt/Farnetti 5-0
- 10c) Capital Improvement Program funding for Walker Ballfield (**Kelly Garcia**) - Designate additional \$52,000 in CIP funds to Walker Ballfield Project. Report on progress on project. Contractor will start as soon as possible after award of contract and depending on weather. Reid asks for an additional contingency of \$18,000 in the event the project comes in over the \$52,000 amount. Farnetti asks about the ongoing maintenance of this project – what will school district do to maintain? They have agreed to perform maintenance and have hired a groundskeeper. Needs to be put in writing. Hazard feels this project got pushed to front when he has ballfield(s) in his district that needs to move ahead. Bauer asks what type of needs assessment is being done on parks/ballfields throughout the county? These things will show up on needs assessment report.
- M08-227** **Action:** Designate \$52,000 of Capital Improvement Program funds to the Walker Ballfield project. With an additional \$18,000 to come out of contingency and have on hand in case of shortage and to be used only if absolutely necessary. If any of the additional \$18,000 is used a report must be made to the Board as to how it was used.
Reid/Hunt 5-0

COUNTY COUNSEL

Additional Departments: Environmental Health

- 11a) An Ordinance Restricting the Construction of New Wells within the Service Areas of Public Water Systems (**Allen Berrey, Assistant County Counsel Louis Molina, Environmental Health Director**) - Consider and potentially introduce, read title, and waive further reading of proposed ordinance entitled "An Ordinance of the Mono County Board of Supervisors Adding a Section to Chapter 7.36 of the Mono County Code to Prohibit the Construction of Wells

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within the Boundaries or Service Area of a Public Water System," and direct clerk to schedule said ordinance for adoption at the Board's next regular meeting. Receive staff report. RPACs have been notified re this. Need to hear community concerns. Bauer wants to make this community specific – Farnetti feels there are so few requests for permits and feels it is bad public policy to enact this ordinance and have to backtrack if community comments come in against this. Reid feels that community comments should be considered before enacting this ordinance. Bauer is concerned about June Lake's water supply. It is difficult to do this community by community – should be county wide. Hazard feels that he would not be able to support this in the long run. Comments from his district are not supportive. June Lake will have to be solved in a more creative way. June Lake PUD needs to drill its own wells and not look to county for help and until then they do not have authority to tell people when they can or cannot drill a well. Scott Burns suggests to scour June Lake Area Plan and see if there are any allowances; County Counsel is instructed to explore the possibility of limiting this to June Lake Area. One size fits all will not work. Moratorium in June Lake is not warranted because there is no immediate threat to water supply.

Exempt from further CEQA review and Environmental Health Director is to post this exemption.

County Counsel agrees to research further for possible solutions. Counsel Berry will attend RPAC's to get some input. Louis Molina – situation with new well in June Lake was that this ordinance was going to stop people in their tracks from using an over abundance of water for landscaping, etc. Molina does not have authority to limit amount of water used from well – his role is in determining set backs , etc. Tom Wallace asks why a requirement can't be put on anyone requesting one – that they can only pump so much water. Molina has no authority of regulation of water over wells.

Staff is directed to explore all possibilities while gathering input from RPACS re this matter. Reid feels that all three PUD districts should get a heads up. (Bridgeport, Lee Vining and June Lake) No action of proposed ordinance will be made.

No action

Action: Introduce, read title, and waive further reading of proposed ordinance. Direct Clerk to schedule ordinance for adoption at the Board's next regular meeting.

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Board re-enters Closed Session at 12:05 p.m. (will have lunch during Closed Session)

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LUNCH in Closed Session

Exit Closed Session: 1:25 p.m.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Tony Dublino from "The Sheet" announces that he has taken a job with Planning Department and relinquishes his job on Sheet to Andy

PUBLIC WORKS

Additional Departments: County Counsel, Community Development Dept.

12a)

PUBLIC HEARING – Excess Right-of-Way Vacation of a Portion of Boulder Drive (**Garrett Higerd**) - Receive staff report regarding the proposed vacation of excess right-of-way along a portion of Boulder Drive between Rea Drive and Garnet Drive in the Peterson Tract of June Lake. Conduct a public hearing and consider and potentially adopt a resolution vacating excess right-of-way. Direct the Clerk of the Board to record a certified copy of the resolution. Find that the above action is categorically exempt from the California Environmental Quality Act (CEQA).

Garrett Higerd addresses the Board; Notices have been posted, etc. Some public comment received – no real opposition to this proposal. This vacation will create a uniform width along Boulder Dr. Also help maximize stream side set back from Reverse Creek. This is the first of several vacation requests that are forthcoming.
Applicant Tom Davis – staff has done a good job and this is all about Reverse Creek set back

OPEN PUBLIC HEARING:
NO ONE COMMENTS
PUBLIC HEARING IS CLOSED.

Board questions.

R08-68
M08-228

Action: 1. Adopt **Resolution R08-68**, "A Resolution of the Mono County Board of Supervisors Vacating Excess Right-of-Way Along a Portion of Boulder Drive in June Lake, California"; 2. Direct the Clerk of the Board to record a certified copy of the fully executed Resolution with the County Recorder; and 3. Find that the above action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 CCR §15301 and direct the Public Works Director to file a Notice of Exemption for the project consistent with 14 CCR §15062 .
Bauer/Hunt 5-0

12b)

Construction Project Workshop (Evan Nikirk, Kelly Garcia, Jeff Walters) - Receive oral report from Public Works staff regarding facility construction projects currently in progress and those scheduled for completion in the near-term. Discuss and consider prioritizing additional improvement projects. Receive presentation of Public Works' proposed construction project tracking

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methods.

Evan Nikirk –review of Exhibit 2; software is being explored for use with this project (Microsoft Project); Public Works will eventually have all staff working with this software; Kelly Garcia reviews Exhibit 3
Jeff Walters reviews Exhibit 1

Lt Robert Weber – re seized vehicles and a possible storage facility;

From list of potential projects do any of them make it onto the pending project list?
Board feels that anything that is general maintenance item should be done and not be put on a list. Board wants the list of “projects to be considered” to be reviewed now. Routine maintenance matters should be handled. Public Works does not have cost numbers on projects to be considered at this time. PW staff should prioritize the list and present to the Board. Dollars, schedules and priorities of PW. Inspections of every site must be done (lighting, etc) need for safety is the most important. Hazard feels that Trindel could come out and evaluate the lighting safety issues and let us know.

Evan plans to return to the Board on Dec. 9th and discuss recommended priorities. Board feels that CAO and PW should get together and decide what tasks are priorities and do them. Reid wants some assurance that between now and the time the new prioritized list is presented that the safety issues are addressed. Should get some portable lighting at the very least

3:20 p.m. **ADJOURNMENT** adjourn regular meeting of November 18, 2008 **in the memory of former Public Works Director Rich Boardman**, to reconvene in a Special Meeting at 6:00 p.m. in Chalfant Valley Community Center.

§§§§§

NOTE

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 9, 2008

DEPARTMENT Clerk of the Board

**ADDITIONAL
DEPARTMENTS**

TIME REQUIRED

SUBJECT Minutes of November 18, 2008,
Special Meeting

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

B. Minutes of the Special Meeting held November 18, 2008.

RECOMMENDED ACTION:

Approve Minutes

FISCAL IMPACT:

None

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 932-5538 / lroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
***PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING***

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

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☐ [Minutes of Speical Meeting](#)

History

Time	Who	Approval
11/21/2008 3:33 PM	County Administrative Office	Yes
11/21/2008 4:53 PM	County Counsel	Yes
11/24/2008 7:56 AM	Finance	Yes
11/24/2008 9:04 AM	County Administrative Office	Yes



DRAFT MEETING MINUTES

BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA

Regular Meetings: The
First, Second, and Third
Tuesday of each month

Special Meeting

Chalfant Community Center

November 18, 2008

6:10 p.m. Meeting Called to Order by Chairwoman Bauer

Pledge of Allegiance led by Supervisor Hazard

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Kyle Goin: Chalfant resident and member of the Chalfant Public Land Stewardship Group, wanted to inform people about the group and provided literature so people can learn more about what they do.

Mark Mikulicich: Provided an update about the paid-per-call EMT service. He has been working with the fire district commissioners on this program, which offers a paid incentive to EMTs every time they service a call. This will bolster emergency medical services in the area. He will come before the Board in the future to talk about the program.

REGULAR AGENDA

COUNTY COUNSEL

Additional Departments: Environmental Health

- 1) Public Input on a Proposed Ordinance that would Restrict the Construction of New Wells within the Service Areas of Public Water Systems (**Louis Molina**

NOTE

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors.

Environmental Health Director, Allen Berrey, Assistant County Counsel) - Receive short presentation by Environmental Health Director Louis Molina and Assistant County Counsel Allen Berrey about a proposed ordinance that would restrict the construction of new wells within the service areas of public water systems; invite members of the public to provide input on that ordinance.

Action: Provide any desired direction to staff.

Chairwoman Bauer: The purpose of this meeting is to get public input. The Board decided at the regular meeting to postpone adoption of an ordinance pending public input.

Louis Molina: Under the proposed ordinance, individuals would not be able to get a permit to construct a well within a water service area, except under certain circumstances. This addresses the problem of potential risk of contaminating groundwater, and also addresses the existence of current water systems and not bypassing them. If it is not practical, or it is a financial burden, to connect to the existing water source, a permit would be issued. This is not an overriding issue since in the last 12 years about two people have asked about drilling within a water boundary area. The ordinance wouldn't be an imposition to most people and would provide protection in quantity and quality of water.

Supervisors Bauer: This issue came before the Board because of a problem in June Lake. Each area of the County has a unique situation and the Board understands that communities need to provide input.

Supervisor Hazard: There are issues in various communities concerning wells, and at this time the Board wanted to consider the situation. However, the Board wanted to take public input and answer questions before considering action on the ordinance. This ordinance would impact communities with a water district, so it would not impact the Tri-Valley area.

Public Comments

Comment: Asked about regulation of water quality.

- Molina: Quality is regulated by the health department following state guidelines. Water quality is checked according to a schedule, and reports should be issued annually. Residents have to be notified if there is a violation of water quality.

Tim Scott: Referred to White Mountain Estates, and said the CC&Rs would determine what people can do if they intend to buy a house. He expressed opposition to the County setting additional restrictions, and said the local community with the CC&Rs can establish what is needed.

Comment: Asked about the number of private water districts.

- Molina: There are about 22 systems; two are in the Chalfant area (West Chalfant and White Mountains).

Greg Newbry: Asked about boundaries of water service areas. He opposed the ordinance and said a water district should be making these determinations. He suggested the ordinance apply to a water district vs. a public water system since private water companies don't have the same governing requirements. He did not want to see people put in a situation of having to get unsafe drinking water from a private company.

- Molina: The boundary of a service area is defined when the subdivision is planned

NOTE

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(based on the lots and the configuration of the lots). The current ordinance does have an appeal process; the proposed ordinance is an amendment to the current ordinance.

Allen Berrey, assistant county counsel, made a point of clarification: If the environmental health department determines the water is unsafe, people would not be required to hook up.

Supervisor Farnetti: Asked if the County could do additional research on the water districts' police powers. Marshall Rudolph: The County Counsel's office can do additional research as the Board desires.

Supervisor Reid: Wants input from the PUD in Bridgeport and from water districts throughout the area, but the systems in District 4 don't have problems; problems that don't exist should not be solved. Each community is so unique that one solution cannot address the situation in every community. The Board should try to solve the June Lake problem but not impose restrictions throughout the County.

Supervisor Hazard: There are good reasons in District 2 to not prohibit people from drilling wells; property owners need an option. He supported protecting June Lake, but not impacting all communities.

Molina: Will take all public comment under advisement since there are pros and cons with this ordinance.

Supervisor Farnetti: Does not want to over-react to a problem that is specific to one area of the County.

Lynda Salcido: The issue of safe water is high on the priority list of the environmental health department. She encouraged people to contact Molina if they are concerned about their water quality. The department is currently looking at water quality problems in the Mountain Meadows area and will keep the Board informed. Supervisor Hazard: Expressed concern that home owners have not been notified by the company; he suggested the County step in to notify residents.

SHERIFF CORONER

- 2) State of the Sheriff's Office (**Sheriff Richard C. Scholl**) - Receive presentation by Sheriff Richard C. Scholl regarding the state of the Sheriff's office.
Action: Request that the Board of Supervisors receive the Sheriff's staff report and provide input and comments as to the status of the Sheriff's office.

Sheriff Scholl: Gave a PowerPoint presentation about the Sheriff's Department. Since his election 19 months ago, Scholl has made changes to improve service to the public (being accountable to the public). Wants local deputies that work in the communities to attend the RPAC meetings so they can understand the needs of the community and give the public the chance to ask questions. Understands that the County is diverse and the Sheriff's Office needs to respond accordingly. The presentation addressed current status, significant changes, and goals.

- Currently fully staffed
- GIS mapping helps find the location of incoming calls
- Reverse 911 can broadcast a message by calling homes about emergencies

NOTE

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors.

- Court screeners provide a security system before people enter the courts (this is funded by the Administrative Office of the Courts)
- Communication system upgrades help the deputies communicate better with the office and with other entities
- The phone system has been upgraded (all of the 911 fees from the state paid for the upgrade)
- Video cameras in vehicles digitally records activity, which protects the citizen/violator and the department
- A new jail sergeant position will help with increased jail population
- Facilities have been upgraded
- Officers attend training to be prepared for unexpected events
- SAR (search and rescue) team has new vehicles and storage structures for the vehicles
- Citizen surveys provide feedback to the Sheriff's Office (50% return rate; anonymous for unbiased opinion)
- Inter-agency cooperation has created good working relationships with other entities
- Policy changes have been made to better implement procedures
- Improved and updated the web site
- Breakdown of staffing levels (27 sworn personnel, 12 patrol deputies, 18 jail/communications, 7 part-time court screeners, 3 boating officers, 4 MCPEA employees)
- Staffing issues: resident deputy issues (can't require employees to live within a specific geographical area); exploring ways to get deputies involved in the communities
- Connected with other entities which allows data sharing of motorist stops; changes in procedures gets the officer out of the car and into the community
- Drug enforcement activity has resulted in seizures of illegal drugs
- Future projects/goals include jail needs assessment, garage structure to house vehicles, increased patrol deputy staffing, increased corrections staffing, new jail roof, permanent SAR building, obtaining a fixed wing aircraft, and improving image in communities

Public Comments

Comment: Asked why it takes 45-60 minutes to send a deputy to Benton.

- Scholl: In a rural community, the level of service is not the same as an urban area. The County is 3,000 square miles so the deputies have a big area to cover. With current staffing levels, he can't have deputies in every community all of the time. However, due to the rural nature of the County, deputies can respond to calls that urban areas won't respond to. There are three deputies that reside in the Tri-Valley area.

Comment: In the past, deputies were seen more. Don't see them as much in the Chalfant area.

Comment: Would like to see deputies in the area more often.

Comment: Seems like the community gets the same answer, that this is a rural area, yet residents pay the same taxes.

Prior to adjourning, Supervisor Hazard said crews should begin working on the park upgrades tomorrow. He thanked the community for attending the meeting.

ADJOURN: 7:51 p.m.

§§§§§

NOTE

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NOTE

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 9, 2008

DEPARTMENT County Counsel

**ADDITIONAL
DEPARTMENTS**

TIME REQUIRED

SUBJECT Employee Performance Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

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ATTACHMENTS:

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History

Time

Who

Approval

12/1/2008 3:58 PM	County Administrative Office	Yes
12/2/2008 3:46 PM	County Counsel	Yes
12/2/2008 3:49 PM	Finance	Yes
12/2/2008 3:50 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 9, 2008

DEPARTMENT County Administrative Office

**ADDITIONAL
DEPARTMENTS**

TIME REQUIRED

SUBJECT Employee Performance Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrator.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
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History

Time

Who

Approval

12/1/2008 3:58 PM	County Administrative Office	Yes
12/2/2008 3:46 PM	County Counsel	Yes
12/2/2008 3:50 PM	Finance	Yes
12/2/2008 3:51 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 9, 2008

DEPARTMENT Human Resources

**ADDITIONAL
DEPARTMENTS**

TIME REQUIRED

SUBJECT Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): David Wilbrecht, Marshall Eudolph, Brain Muir, & Robert Garret. Employee Organization(s): Mono County Deputy Sheriff's Association.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Robert Garret

PHONE/EMAIL: / rgarret@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
***PRIOR TO 5:00 P.M. ON THE FRIDAY
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SEND COPIES TO:

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History

Time	Who	Approval
12/4/2008 8:53 AM	County Administrative Office	Yes
	County Counsel	



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 9, 2008

DEPARTMENT Human Resources

**ADDITIONAL
DEPARTMENTS**

TIME REQUIRED

SUBJECT Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): David Wilbrecht, Marshall Rudolph, Brian Muir, & Robert Garret. Employee Organization(s): All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Robert Garret

PHONE/EMAIL: 5413 / rgarret@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
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History

Time	Who	Approval
12/4/2008 8:53 AM	County Administrative Office	Yes
	County Counsel	



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 9, 2008

DEPARTMENT Human Resources

**ADDITIONAL
DEPARTMENTS**

TIME REQUIRED

SUBJECT Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): David Wilbrecht, Marshall Rudolph, Brian Muir, Mark Mikulicich, & Robert Garret. Employee Organization(s): Mono County Paramedic Rescue Association

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Robert Garret

PHONE/EMAIL: 5413 / rgarret@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

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MINUTE ORDER REQUESTED:

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ATTACHMENTS:

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History

Time	Who	Approval
11/21/2008 3:32 PM	County Administrative Office	Yes
11/21/2008 4:45 PM	County Counsel	Yes
11/24/2008 7:57 AM	Finance	Yes
11/24/2008 9:01 AM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 9, 2008	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS	Agricultural Commissioner		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Ag Commissioner Resolution		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed Resolution Granting Authority to the Agricultural Commissioner-Director Weights and Measures to Enter into Enforcement and Service Contracts with the California Department of Pesticide Regulation, and Repealing Resolution 96-49.

RECOMMENDED ACTION:

Adopt Resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Marshall Rudolph

PHONE/EMAIL: 760.924.1707 / mrudolph@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

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☐ [Staff Report re Ag Commissioner](#)

☐ [Resolution 96-49](#)

☐ [Ag Commissioner resolution](#)

History

Time	Who	Approval
11/17/2008 4:31 PM	County Administrative Office	Yes
11/21/2008 4:39 PM	County Counsel	Yes
11/24/2008 8:00 AM	Finance	Yes
11/24/2008 8:56 AM	County Administrative Office	Yes

County Counsel
Marshall Rudolph

Assistants
Mark Magit
Stacey Simon
Allen Berrey

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Paralegal
Karen Serwatka

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: December 9, 2008

RE: Proposed resolution granting authority to the agricultural commissioner – director of weights and measures to enter into enforcement and service contracts with the California Department of Pesticide Regulation, and Repealing Resolution 96-49.

Recommendation:

Adopt proposed Resolution.

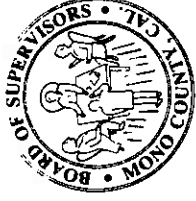
Fiscal/Mandates Impact:

None

Discussion:

The Board adopted a similar resolution in July of 1996 (Resolution 96-49), which contained a minor typographical error: specifically, one reference to the California Department of Pesticide Regulation was erroneously typed as California Department of Pesticide Enforcement. That Department has requested that the typo be fixed. The proposed resolution would do so.

If you have any questions regarding this item, please call George Milovich 873-7860 or call me at 924-1707.



RESOLUTION NO. 96-49

BOARD OF SUPERVISORS, COUNTY OF MONO

GRANTING AUTHORITY TO AGRICULTURAL COMMISSIONER -
DIRECTOR OF WEIGHTS AND MEASURES TO ENTER INTO
ENFORCEMENT AND SERVICE CONTRACTS WITH OTHER
GOVERNMENTAL AGENCIES, INCLUDING CALIFORNIA DEPARTMENT
OF PESTICIDE REGULATIONS

WHEREAS, Mono County Resolution 84-31 grants authority to the
Agricultural Commissioner/Director of Weights and Measures to enter into
enforcement and service contracts with other Governmental agencies; and

WHEREAS, the California Department of Pesticide Regulation has
been created apart from the California Department of Food and Agriculture;
and

WHEREAS, the California Department of Pesticide Regulation re-
quests they be specifically included in the Agricultural Commissioner/
Director of Weights and Measures authority to sign such contracts.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of
Supervisors of the County of Mono, State of California, to grant authority
to the Mono County Agricultural Commissioner/Director of Weights and
Measures to sign enforcement and service contracts with the California
Department of Pesticide Enforcement directly related to his powers and
duties after review of the County Counsel and County Administrative Officer
on behalf of the County of Mono.

APPROVED AND ADOPTED this 2nd day of July, 1996, by the following
vote of said board:

AYES: Supervisors Alpers, Farnetti, Lawrence, Reid and Rowan.

NOES: None.

ABSENT: None.

ABSTAIN: None.

William M. Reid
WILLIAM M. REID, CHAIRMAN
BOARD OF SUPERVISORS

COUNTY OF MONO

Clerk of the Board

By: *Roberta Reed*
Roberta Reed

APPROVED AS TO FORM:

Stan Eller
Stan Eller, District Attorney

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest July 12, 1996

NANCY WELLS, Clerk of the Board of Supervisors in and

for the County of Mono

Roberta Reed, Deputy
Signature



RESOLUTION NO. R08 - ____

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
GRANTING AUTHORITY TO AGRICULTURAL COMMISSIONER-DIRECTOR
OF WEIGHTS AND MEASURES TO ENTER INTO ENFORCEMENT AND
SERVICE CONTRACTS WITH THE CALIFORNIA DEPARTMENT OF PESTICIDE
REGULATION, AND REPEALING RESOLUTION 96-49**

WHEREAS, Mono County Resolution 84-31 grants authority to the Agricultural Commissioner/Director of Weights and Measures to enter into enforcement and service contracts with other Governmental Agencies; and

WHEREAS, the California Department of Pesticide Regulation has been created apart from the California Department of Food and Agriculture; and

WHEREAS, the California Department of Pesticide Regulation requests they be specifically included in the Agricultural Commissioner/Director of Weights and Measures's authority to sign such contracts.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Mono to grant authority to the Mono County Agricultural Commissioner/Director of Weights and Measures to sign enforcement and service contracts with the California Department of Pesticide Regulation directly related to his powers and duties after review of the County Counsel and County Administrative Officer.

BE IT FURTHER RESOLVED that Resolution 96-49 is repealed and shall be superseded by this Resolution.

APPROVED AND ADOPTED this ____ day of December, 2008, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

VIKKI BAUER, Chair
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

COUNTY CLERK

COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 9, 2008

DEPARTMENT Clerk of the Board

**ADDITIONAL
DEPARTMENTS**

TIME REQUIRED

SUBJECT Birchim Community Service District

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Requested reappointments to the Board of Directors of the Birchim Community Service District.

RECOMMENDED ACTION:

Consider and potentially reappoint Linda Monreal and Steve Toups to new terms of office on the Board of Directors of the Birchim Community Services District, pursuant to Elections Code section 10515(b).

FISCAL IMPACT:

None

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 932-5538 / lroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

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☐ [Birchim Reappointments](#)

☐ [Birchim Reappointment Request](#)

History

Time	Who	Approval
11/21/2008 3:31 PM	County Administrative Office	Yes
11/21/2008 5:05 PM	County Counsel	Yes
11/24/2008 7:58 AM	Finance	Yes
11/24/2008 8:58 AM	County Administrative Office	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531

Lynda Roberts
Clerk of the Board
lroberts@mono.ca.gov

To: Honorable Board of Supervisors

From: Lynda Roberts, Clerk of the Board

Date: December 9, 2008

Subject

Reappointments to the Birchim Community Service District

Recommendation

Consider and potentially approve the requests for reappointment.

Discussion

The terms of Linda Monreal and Steve Toups as board members for the Birchim Community Service District ended as of November 30, 2008. Both Monreal and Toups have expressed an interest in serving another term (4 years) on the Board of Directors.

Fiscal Impact

None

Thursday, November 6, 2008

Board Of Supervisors
County Of Mono
P O Box 715
Bridgeport, CA 93517



Dear Board of Supervisors,

My term of office expires on November 30, 2008. I am interested in serving another term as Board of Director for the Birchim Community Service District.

Thank you for your consideration,

A handwritten signature in blue ink that reads "Linda Monreal".

Linda Monreal, Board Member
Birchim Community Service District

Thursday, November 6, 2008



Board Of Supervisors
County Of Mono
P O Box 715
Bridgeport, CA 93517

Dear Board of Supervisors,

My term of office expires on November 30, 2008. I am interested in serving another term as Board of Director for the Birchim Community Service District.

Thank you for your consideration,

Steve Toups 11/6/08

Steve Toups, Board Member
Birchim Community Services District



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 9, 2008

DEPARTMENT Health Department

**ADDITIONAL
DEPARTMENTS**

TIME REQUIRED

SUBJECT Emergency Medical Services
Appropriation for FY 2008/09

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

RECOMMENDED ACTION:

The Board of Supervisors approves and authorizes the CAO Financial Analyst to sign the Declaration of Intent (Option 1) and the Standard Agreement for the Emergency Medical Services Appropriation for FY 2008/09.

FISCAL IMPACT:

\$10,213 of state funding for the EMS fund, which provides funding to medical providers providing otherwise uncompensated emergency medical care in Mono County.

CONTACT NAME: Mary Booher

PHONE/EMAIL: 760-932-5583 / mbooher@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR

***PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING***

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

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☐ [EMSA 08/09 staff report](#)

☐ [EMSA 08/09 Packet](#)

History

Time	Who	Approval
11/24/2008 12:29 PM	County Administrative Office	Yes
12/1/2008 3:34 PM	County Counsel	Yes
12/1/2008 3:44 PM	Finance	Yes
12/1/2008 3:57 PM	County Administrative Office	Yes



Mono County Health and Human Services Agency

Mental Health, Alcohol and Drug, Social Services, Public Health and Environmental Health

Tom Wallace

HHS Director
P.O. Box 3329
Mammoth Lakes, 93546
(760) 924-4600
twallace@mono.ca.gov

Mary Booher

Administrative Analyst
P.O. Box 476
Bridgeport, CA 93517
(760) 932-5583
mbooher@mono.ca.gov

December 9, 2008

TO: Honorable Board of Supervisors

FROM: Mary Booher, County Administrative Office Financial Analyst

SUBJECT: **Emergency Medical Services Appropriation for FY 2008-09**

Recommended Action:

The Board of Supervisors approves and authorizes CAO Financial Analyst to sign the Declaration of Intent (Option 1) and the Standard Agreement for the Emergency Medical Services Appropriation for FY 2008-09.

Discussion:

On September 28, 2000, Governor Davis signed SB3132 into law, to use Proposition 99 Tobacco Tax Money to provide reimbursement for uncompensated emergency services. This funding has been reauthorized each year since. Mono County's allocation for FY 2008-09 is \$10,213. Of this allocation, \$9,022 is designated for emergency Hospital Services and \$1,191 is designated for emergency Physician Services. The county has the option of administering the program ourselves, with actual costs for administration, up to 10% of the total allocation, or contracting back with the Department of Health Services (DHS) to administer the funding. Unlike the Rural Health Services Programs, however, the reporting requirements are simple enough that we are opting to administer the program ourselves.

SB 941 changes the requirements for administering the EMSA funds effective January 1, 2006. This legislation brings the administration of the EMSA funds into closer alignment with the administration of the Maddy Funds, which simplifies the administration for Mono County Staff. Since inception, this money has been used to meet a portion of the county's responsibility to Medically Indigent Adults.

Fiscal Impact:

This program provides \$10,213 of state funding to medical providers providing otherwise uncompensated emergency care in Mono County. There is no general fund impact.

If there are any questions regarding this item, please contact Mary Booher at 932-5583.

Thank you,

Submitted by: M. Booher Date: 11/19/08
Mary Booher, County Administrative Office Financial Analyst



MARK B HORTON, MD, MSPH
Director

State of California—Health and Human Services Agency
California Department of Public Health



ARNOLD SCHWARZENEGGER
Governor

EMSA Letter : 08-A-R
Date Issued : October 30, 2008

TO: EMERGENCY MEDICAL SERVICES APPROPRIATION (EMSA)
CONTACTS

SUBJECT: EMSA FISCAL YEAR (FY) 2008-09 PACKAGE

This letter notifies Rural Health Services counties that EMSA funds in the amount of \$2,479,000 are available to reimburse physicians for uncompensated emergency services. These funds are authorized by Assembly Bill (AB) 1183 (Chapter 758, Statutes of 2008) for services provided in FY 2008-09.

Detailed information and instructions about EMSA are contained on the Office of County Health Services' (OCHS) website at:

<http://www.cdph.ca.gov/programs/pages/officeofcountyhealthservices.aspx>

Please return all necessary documents to the OCHS by December 15, 2008.

Please contact the Contract Back Unit at (916) 552-8010 if you have questions about the EMSA Contract Back Program.

EMSA Contacts
Page 2
October 30, 2008

For questions concerning the EMSA package, you may contact your County Health Services analyst at (916) 552-8016.

Sincerely,

ORIGINAL SIGNED BY KAREN PARR

Karen Parr, Chief
Medically Indigent Services Section

cc: Linette T Scott, MD, MPH
Deputy Director
California Department of
Public Health
Health Information and
Strategic Planning Division
MS 5000
P.O. Box 997377
Sacramento, CA 95899-7377

Ms. Roberta Lawson, RDH, MPH
Executive Administrator
California Department of
Public Health
California Conference of Local
Health Officers
MS 7003
P.O. Box 997377
Sacramento, CA 95899-7377

Ms. Judith Reigel
Executive Officer
County Health Executives
Association of California
1127 11th Street, Suite 309
Sacramento, CA 95814

County Auditor-Controller Contacts

Board of Supervisors Contacts

EMERGENCY MEDICAL SERVICES APPROPRIATION (EMSA) TABLE
FINAL RUNDATE: OCTOBER 8, 2008
FISCAL YEAR 2008-09
PURSUANT TO THE HEALTH TRAILER BILL, ASSEMBLY BILL 1183 (CHAPTER 758, STATUTES OF 2008)
POPULATION: DOF E-1 DATED MAY 2008

RURAL HEALTH SERVICES PROGRAM (RHS) COUNTIES

COUNTY	HOSPITAL SERVICES ACCOUNT FUNDING	PHYSICIAN SERVICES ACCOUNT FUNDING	TOTAL RHS EMSA ALLOCATION
Alpine	\$0	\$106	\$106
Amador	\$33,412	\$3,285	\$36,697
Butte	\$105,730	\$19,082	\$124,812
Calaveras	\$8,274	\$3,994	\$12,268
Colusa	\$5,502	\$1,897	\$7,399
Del Norte	\$28,280	\$2,547	\$30,827
El Dorado	\$122,450	\$15,560	\$138,010
Glenn	\$4,936	\$2,528	\$7,464
Humboldt	\$124,920	\$11,499	\$136,419
Imperial	\$119,264	\$15,251	\$134,515
Inyo	\$21,140	\$1,572	\$22,712
Kings	\$116,566	\$13,371	\$129,937
Lassen	\$11,980	\$3,096	\$15,076
Madera	\$49,114	\$13,064	\$62,178
Marin	\$117,778	\$22,286	\$140,064
Mariposa	\$5,248	\$1,594	\$6,842
Modoc	\$2,375	\$840	\$3,215
Mono	\$9,022	\$1,191	\$10,213
Napa	\$84,140	\$11,836	\$95,976
Nevada	\$51,244	\$8,587	\$59,831
Plumas	\$8,542	\$1,811	\$10,353
San Benito	\$31,376	\$5,003	\$36,379
Shasta	\$215,030	\$15,778	\$230,808
Sierra	\$0	\$293	\$293
Siskiyou	\$40,090	\$3,980	\$44,070
Solano	\$290,356	\$36,948	\$327,304
Sonoma	\$433,296	\$41,942	\$475,238
Sutter	\$0	\$8,301	\$8,301
Tehama	\$30,360	\$5,404	\$35,764
Trinity	\$3,693	\$1,209	\$4,902
Tuolumne	\$23,420	\$4,918	\$28,338
Yuba	\$96,462	\$6,227	\$102,689
TOTALS	\$2,194,000	\$285,000	\$2,479,000

**Emergency Medical Services Appropriation (EMSA)
Fiscal Year 2008-09**

Declaration of Intent

Each county is to complete and print their Declaration of Intent (DOI) document.

Please read the three (3) DOI options and related instructions.

Options

All Rural Health Services (RHS) counties have three (3) options concerning the EMSA funds. Counties are requested to inform the California Department of Public Health (CDPH) of the option they choose by completing and submitting the enclosed DOI document. The three options are:

- Option 1:** County administers all of its EMSA allocation. This option requires a signed Standard Agreement with the CDPH.
- Option 2:** County does not administer its EMSA allocation. This option does not require a signed Standard Agreement with the CDPH.
- Option 3:** County administers a portion of its EMSA allocation, and asks the CDPH to administer the balance. This option requires a signed Standard Agreement with the CDPH.

**Emergency Medical Services Appropriation (EMSA)
Fiscal Year 2008-09**

Declaration of Intent

Instructions

Please follow the steps below in completing and printing your county's Declaration of Intent (DOI) document:

- Step 1:** Type your county's name, where indicated.
- Step 2:** Check the applicable Option (Option 1, 2, or 3).
- Step 3:** Print document.
- Step 4:** Obtain Board of Supervisors signature. The Chairperson or duly authorized representative of the Governing Board should sign the original document. If a representative signs, please enclose a copy of the official Board resolution authorizing his or her signature.
- Step 5:** Return the original DOI document by December 15, 2008, to the address shown below. Please remember to include the Mail Station (MS) number in the address block of your envelope. Mail without the MS code will be returned.

**California Department of Public Health
Office of County Health Services
Attention: County Health Services Unit
MS 5202
P.O. Box 997377
Sacramento, CA 95899-7377**

If you have any questions or need assistance, please contact your County Health Services analyst at (916) 552-8016.

EMERGENCY MEDICAL SERVICES APPROPRIATION (EMSA)
ASSEMBLY BILL (AB) 1183 (CHAPTER 758, STATUTES OF 2008)

DECLARATION OF INTENT
FISCAL YEAR 2008-09

The Rural Health Services County of Mono (hereinafter called the County) notifies the California Department of Public Health (hereinafter referred to as the CDPH), as indicated below, of its intention to administer its EMSA allocation, ask the CDPH to administer the EMSA allocation, or a combination of both. (Commencing with Welfare and Institutions Code Section 16930.)

(CHECK ONE OF THE FOLLOWING)

Option 1: XX Declaration of Intent to administer the County's EMSA allocation.

Option 2: _____ Declaration of Intent NOT to administer the County's EMSA allocation. The County authorizes the CDPH to administer the funds through the EMSA Contract Back Program.

Option 3: _____ Declaration of Intent to administer a portion of the County's allocation and to ask the CDPH to administer the balance.

(CHECK WHERE APPLICABLE)

_____ The County will contract for the CDPH to administer the HSA funds.

_____ The County will contract for the CDPH to administer the PSA funds.

This Declaration has been executed by:

Name: Mary Booher

(Authorized Representative of the County Board of Supervisors)

Title: CAO Financial Analyst

County of: Mono

Signature: _____ Date: 12/9/08

- Please return the Declaration of Intent to the Office of County Health Services-



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 9, 2008

DEPARTMENT Health Department

**ADDITIONAL
DEPARTMENTS**

TIME REQUIRED

SUBJECT California Department of Public
Health Contract for Immunization
Registry Funding

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Consider and potentially approve County renewal of the proposed contract, 08-85358, with the California Department of Public Health pertaining to the development and implementation of local and/or regional automated immunization information and reminder systems, and authorize the Board Chair to execute said contract on behalf of the County.

RECOMMENDED ACTION:

Approve County entry into proposed contract. Authorize Board Chair to sign said contract on behalf of the County.

FISCAL IMPACT:

\$10,000 of grant funding received to perform as detailed in the scope of work

CONTACT NAME: Lynda Salcido

PHONE/EMAIL: 760-924-1842 / lsalcido@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

[Click to download](#)

- ☐ [Staff Report](#)
- ☐ [Immunization Registry Funding part 1](#)
- ☐ [Immunization Registry Funding part 2](#)

History

Time	Who	Approval
11/10/2008 4:55 PM	County Administrative Office	Yes
11/17/2008 5:05 PM	County Counsel	Yes
11/17/2008 5:28 PM	Finance	Yes
11/18/2008 11:53 AM	County Administrative Office	Yes

COUNTY of MONO

HEALTH DEPARTMENT

P.O. BOX 3329

MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830

Fax (760) 924-1831

Environmental Health (760) 924-1800

Fax (760) 924 1801



DATE: December 9, 2008

TO: Honorable Board of Supervisors

FROM: Lynda Salcido, Public Health Director

SUBJECT: Contract Renewal #08-85358 Between the California Department of Public Health and Mono County for the Development and Implementation of Local and/or Regional Automated Immunization Information and Reminder Systems.

RECOMMENDED ACTION: Consider and potentially approve renewal of the proposed contract, 08-85358, with the California Department of Public Health pertaining to the development and implementation of local and/or regional automated immunization information and reminder systems, and authorize the Board Chair to execute said contract on behalf of the County.

DISCUSSION: Mono County has been a member of the Central Valley Immunization Information System (CVIIS) since March 1, 2004. CVIIS is part of a statewide effort to incorporate immunization records of children and adults into a confidential, computerized registry system to facilitate increased immunization coverage. CVIIS is a region made up of 7 counties including Inyo County, which was recently added. The State Department of Health Services contracts with each of the 9 regions in the State through the local Public Health Departments to promote and support private and public providers of immunizations to implement this system. The State's goal is to integrate the 9 regional registries within the next few years.

This year Mono County has been allocated \$10,000 for the development and implementation of local and/or regional automated immunization information and reminder systems. The basic functions of the systems to be supported with these funds include: database merging immunization record information

COUNTY of MONO

HEALTH DEPARTMENT

P.O. BOX 3329

MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830

Fax (760) 924-1831

Environmental Health (760) 924-1800

Fax (760) 924 1801



supplied by participating medical providers; rapid transfer of the collected information among participating health care providers in the catchment area; make notifications to clients and/or providers concerning immunizations that are due; and calculation of immunization coverage rates based on patient records in the database.

FISCAL IMPACT: \$10,000 in funding to provide the services described in the Scope of Work.

If there are any questions regarding this item, please contact Lynda Salcido at 924-1842.

Thank you,

Submitted by: _____ Date: 9/8/2008
Lynda Salcido, Public Health Director

REGISTRATION NUMBER

AGREEMENT NUMBER

08-85358

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

(Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME

(Also referred to as Contractor)

County of Mono

2. The term of this Agreement is: July 1, 2008 through June 30, 2009

3. The maximum amount of this Agreement is: \$ 10,000
Ten Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	5 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget	1 page
Exhibit C * – General Terms and Conditions	GTC 307
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	26 pages
Exhibit E – Additional Provisions	1 page
Exhibit F – Contractor's Release	1 page
Exhibit G – Information Confidentiality and Security Requirements	4 pages
Exhibit H – SR1: Information Systems Security Requirements for Projects	15 pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Mono

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

P.O. Box 476, Bridgeport, CA 93517

STATE OF CALIFORNIA

AGENCY NAME

California Department of Public Health

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Allan Chinn, Chief, Contracts and Purchasing Services Section

ADDRESS

1501 Capitol Avenue, Suite Suite 71.5178, MS 1802, PO Box 997377
Sacramento, CA 95899-7377

California Department of
General Services Use Only

☐ Exempt per:

EXHIBIT A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein:

The purpose of this contract is to provide immunization subvention contract funds to public local health departments for the development and implementation of local and/or regional automated immunization information and reminder systems. The basic functions of the systems to be supported with these funds include: database merging immunization record information supplied by participating medical providers; rapid transfer of the collected information among participating health care providers in the catchment area; make notifications to clients and/or providers concerning immunizations that are due; and calculation of immunization coverage rates based on patient records in the database.

2. Service Location

The services shall be performed at applicable facilities in the County of Mono.

3. Service Hours

The services shall be provided during County working hours and days.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health

Name: Karen Turner
Telephone: (559) 228-5840
Fax: (559) 228-5862
Email: kturner1@dhs.ca.gov

County of Mono

Name: Marjoree Neer
Telephone: (760) 924-1830
Fax: (760) 924-1831
Email: mneer@mono.ca.gov

B. Direct all inquiries to:

California Department of Public Health

Immunization Branch
Attention: Rossana A. Ordonez
850 Marina Bay Pkwy., 2nd Floor
Richmond, CA 94804

Telephone: (510) 620-3768
Fax: (510) 620-3774
Email: Rossana.Ordonez@cdph.ca.gov

County of Mono

County of Mono
Attention: Marjoree Neer
P.O. Box 476
Bridgeport, CA 93517

Telephone: (760) 924-1830
Fax: (760) 924-1831
Email: mneer@mono.ca.gov

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

EXHIBIT A
Scope of Work

5. Services To Be Performed

Contractor agrees to the following inclusive objectives and conducts the following activities. Please note many of these services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and local health departments. The level of subvention contract funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention contract funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities.

A. Objectives:

- 1) Continue implementation of regional automated immunization information and reminder system to ensure adequate immunization of all children in the community, whether served by private or publicly-funded providers.
- 2) Involve public and private immunization providers throughout the local area in the planning and implementation of the automated immunization information and reminder system and outreach to the community to educate and involve them in plans for increasing immunization through the use of the automated registry and recall system.
- 3) Work with other legislatively authorized registry users in contractor's region, in addition to immunization providers, to plan and implement participation in the registry, in accordance with the provisions of H&S Code Section 120440.
- 4) Continue to implement specific plans for protecting the security of the system and the integrity and confidentiality of shared data on the automated immunization system.
- 5) Provide project information to CDPH Immunization Branch in semi-annual project reports on implementation of the regional automated system to the California Immunization Registry (CAIR) in order to contribute to the overall development of the statewide system.
- 6) Continue to participate in CAIR Regional Operations Committee with other CAIR contractors to develop intra-network capabilities and share immunization information.

B. Specific CAIR Activities

- 1) Planning and Implementation – Timeline July 1, 2008 through June 30, 2009
 - a. Complete development and execution of regional governance procedures and inter-county agreements.
 - b. Maintain a regional database in which immunization records of all children in the region are to be stored.
 - c. Identify target population(s) and prioritize entry into registry, beginning with infants and children under age 6 years.

EXHIBIT A
Scope of Work

- d. Determine estimated fiscal/resource needs of registry and develop a plan to meet them.
 - e. Allow providers and other legislatively authorized users, as appropriate, to access clients' immunization history and immunization status in registry.
 - f. Provide registry function and usage guidelines, training and/or consultation to participating immunization providers and other legislatively authorized users.
 - g. Maintain help desk(s) to support software users in whole region. Report summaries of help desk(s) call trends when requested by CDPH. Adhere to standardized help desk policies and procedures developed by CAIR.
 - h. In conjunction with annual Centers for Disease Control and Prevention (CDC) immunization registry annual reports, perform annual immunization coverage assessments of clients under 6 years of age.
 - i. Utilize standardized materials for education and training and provider recruitment as they are developed by CAIR. Do not support the development of these materials by individual jurisdictions within the region.
- 2) Community-wide Participation - Timeline July 1, 2008 through June 30, 2009
- a. Assess current capacity of health care providers in region to effectively participate in registry in regard to automated equipment and to staffing and training.
 - b. Form advisory group(s) with representation from at least the local health department, immunization and/or Maternal and Child Health (MCH) programs, non-profit Community Health Center (CHC), and at least three private immunization providers.
Recommended: Include at least one Health Maintenance Organization (HMO) that is a major immunization provider, input from schools, Women, Infant and Children (WIC) agencies, lay community groups and technical advisers.
 - c. Include providers from the local health department, non-profit Community Health Centers (CHC's), and the private medical sector.
- 3) Security, Data Integrity, and Confidentiality - Timeline July 1, 2008 through June 30, 2009
- a. Continue to ensure the security of the physical system through proper housing and maintenance of the registry through software security systems in accordance with Regional Operations Committee guidelines.
 - b. Maintain written confidentiality procedures, in accordance with the California Department of Public Health, Immunization Branch, CAIR Regional Operations Committee guidelines.
 - c. Maintain records containing name and address of each provider or other agency with which each client's information is shared.

EXHIBIT A
Scope of Work

- d. Include in the registry the source (i.e., name or physician or parent, type of record) of client information.
 - e. Conduct quality control of data, identify sources of incorrect information, correct inaccurate information and develop procedures to prevent inclusion of incorrect information.
 - f. Require providers to inform clients of what data will be entered into the registry, what data will be shared with whom for what purposes and of these clients' rights:
 - i. to refuse to allow information to be shared beyond one's own provider;
 - ii. to refuse to receive immunization recall/reminder notice;
 - iii. to inspect information to be shared and to have input to correct errors;
 - iv. to obtain, upon request, names and addresses of those with whom information has been shared.
 - g. Notify CDPH promptly when unauthorized use occurs.
- 4) Sharing Regional Project Information - Timeline July 1, 2008 through June 30, 2009
- a. Allow CDPH site visits and inspections of registry procedures, protocols, software, forms, etc., developed wholly or partly with funding from this agreement, and share these materials with CDPH to assist in development of registries throughout the state and the statewide registry system.
 - b) Allow CDPH Immunization Branch staff to attend regional registry meetings without restriction upon request.
- 5) Internetworking and Coordination with CAIR - Timeline July 1, 2008 through June 30, 2009
- a. Agree to exchange immunization information with CAIR, to maintain statewide standards for sharing information, and to adhere to protocols for electronic transactions.
 - b. At least one regional registry representative must be willing to assist CDPH Immunization Branch in planning for CAIR conferences, which occur at least every year.
 - c. Registry must meet inter-registry and linkage standards developed by CDPH with its CAIR working groups, in regard to hardware and software used.
 - d. Registry must translate client information data elements into a specified statewide format for intra-registry transfer as specified by CAIR Integration Committee.
 - e. Participate in transfer of client data between regional registries.
 - f. Respond to queries from other regions for immunization information.
 - g. Upon request by CDPH Immunization Branch, to have at least one back-up copy of the regional registry database (production version) stored at a location determined by CDPH Immunization Branch. Frequency of updates to this back-up copy of database will be

EXHIBIT A
Scope of Work

determined by CDPH Immunization Branch. The regional registry is encouraged to maintain additional remote or on-site copies of the regional registry database.

C. Required Reports

1) Reports of Regional Program Progress and Activities

In accordance with the guidelines and format provided by the Immunization Branch, the Contractor shall submit *to the CAIR Coordinator*, at the Branch address identified in paragraph 3 within C. Required Reports, progress reports (at least one per year by January 31st) and other reports as required for registry development and maintenance. In addition to the written report the Contractor and Project Liaison, or his designee, may meet and discuss the above matters in person.

- 2) Contractor agrees that itemized personnel positions listed in the *Application for Immunization Project Subvention Funds* shall not be subject to Contractor's personnel policy decisions to refrain from filling vacant positions.
- 3) All reports and other written communications are to be addressed and delivered to the California Department of Health Services, Immunization Branch, 850 Marina Bay Pkwy., 2nd Floor, Richmond, California, 94804
- 4) The State reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Contract and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records are protected pursuant to California State laws and regulations.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the agreement number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

California Department of Public Health
Immunization Branch
Attn: Rossana A. Ordonez
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

- C. Invoices shall:
 - 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
 - 2) Bear the Contractor's name as shown on the agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this agreement and Contractor shall not be obligated to perform any provisions of this agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Exhibit B
Budget Detail and Payment Provisions

6. Budget Flexibility

Subject to the prior review and approval of the contract manager, line item shifts of up to \$25,000 or ten percent of the annual contract total, whichever is less, may be made up to a cumulative maximum of \$25,000 or 10%, whichever is less, for all line item shifts over the life of the contract. There must be a substantial business justification for any shifts made. Fund shifts which increase Indirect, Overhead or General Expense line items are prohibited. Line item shifts may be proposed/requested by either the California Department of Public Health or the Contractor in writing and must not increase or decrease the total contract amount allocated. Any line item shifts must be approved in writing by the Deputy Director of the Division of Communicable Disease Control, or his or her designee, and must be sent to the Contracts Office within 10 days of approval for inclusion in contract folder. If the contract is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

7. Additional Budget Provisions

- A. The total amount of the contract will be indicated as either some part, or all, of the total operations budget. If the total amount of the contract is less than the total operations budget, the Contractor will be responsible for providing the difference between the total amount of the contract and the total operations budget. Further, all invoices to the State which request reimbursements for positions included in the Contractor's *Application for Immunization Project Subvention Funds* submitted by the Contractor on May 9, 2008 shall include the name and position title of the persons that have performed in these positions.
- B. The Contractor shall provide for any personnel or operating expenses that are necessary to meet the provisions included herein but are not provided for in the Budget included as Exhibit "B" Attachment I.

Exhibit B, Attachment I
Budget

Personnel	% of time or hours on project	Monthly salary range or hourly rate	Total
1 - Public Health Nurse	7.5%	\$6,210.00/month	\$5,589.00
1 - Fiscal and Technical Spec. I/II	4%	\$3,559.00/month	\$1,708.00
Total Personnel			\$7,297.00
Fringe Benefits (37% - 38% of Personnel)			\$2,703.00
Operating Expenses or General Expenses			
Office Supplies			\$0.00
Printing/Health Education Materials			\$0.00
Other			\$0.00
Equipment Expenses			\$0.00
Travel			\$0.00
Subcontracts			\$0.00
Other Costs			\$0.00
Indirect Costs (0%)			<u>\$0.00</u>
Total Budget			\$10,000.00

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health", "California Department of Health Services", "Department of Health Services", "CDPH", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
2. Travel and Per Diem Reimbursement	18. Novation Requirements
3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
5. Subcontract Requirements	21. Covenant Against Contingent Fees
6. Income Restrictions	22. Payment Withholds
7. Audit and Record Retention	23. Performance Evaluation
8. Site Inspection	24. Officials Not to Benefit
9. Federal Contract Funds	25. Four-Digit Date Compliance
10. Intellectual Property Rights	26. Prohibited Use of State Funds for Software
11. Air or Water Pollution Requirements	27. Use of Small, Minority Owned and Women's Businesses
12. Prior Approval of Training Seminars, Workshops or Conferences	28. Alien Ineligibility Certification
13. Confidentiality of Information	29. Union Organizing
14. Documents, Publications, and Written Reports	30. Contract Uniformity (Fringe Benefit Allowability)
15. Dispute Resolution Process	31. Lobbying Restrictions and Disclosure Certification
16. Financial and Compliance Audit Requirements	

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor

invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.
- g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.

- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Public Health (CDPH)).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

- (a) A local governmental entity or the federal government,
- (b) A State college or university from any State,
- (c) A Joint Powers Authority,
- (d) An auxiliary organization of a California State University or a California community college,
- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
- (g) Entities of any type that will provide subvention aid or direct services to the public,
- (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing

those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such

person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

- (1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges

CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations,

and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement; the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.

- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
 - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods

prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
 - (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH****CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Name of Contractor	_____ Printed Name of Person Signing for Contractor
_____ Contract / Grant Number	_____ Signature of Person Signing for Contractor
_____ Date	_____ Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from 10a.) <i>(Last name, First name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____	
	Print Name: _____	
	Title: _____	
	Telephone No.: _____	Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from CDPH, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

2. Freeze Exemptions

- A. Contractor agrees that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or part, by this contract.
- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this contract.
- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or part, by this contract.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or part, by this contract.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number _____ entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Exhibit G
Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
 - A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
 - D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is CDPH's policy to consider all information about individuals private unless such information is determined to be a public record.**
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI), except for statistical information not identifying any such person.
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
6. The Contractor shall observe the following requirements:
 - A. **Safeguards.** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of CDPH. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum, the safeguards set forth in Exhibit H, the SR1 CDPH-ISO Project Requirements.

Exhibit G
Information Confidentiality and Security Requirements

- B. **Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with CDPH.
- C. **Training.** The Contractor shall provide training on its data privacy and security policies at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PSCI.
- 1) The Contractor shall require each employee who receives data privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
 - 2) The Contractor shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.
- D. **Discovery and Notification of Breach.** The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of breach of security of PSCI in computerized form if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, **or within twenty-four (24) hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, this provision, the law, or potential loss of confidential data affecting this Agreement. Notification shall be provided to CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PSCI, notification shall be provided by calling the CDPH I.T. Service Desk. Contractor shall take:
- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- E. **Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI and within seventy-two (72) hours of the discovery, shall notify the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
- 1) What data elements were involved and the extent of the data involved in the breach,
 - 2) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PSCI,
 - 3) A description of where the PSCI is believed to have been improperly transmitted, sent, or utilized,
 - 4) A description of the probable causes of the improper use or disclosure; and
 - 5) Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

Exhibit G
Information Confidentiality and Security Requirements

- F. **Written Report.** The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- G. **Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.
- H. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
7. **Contact Information.** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

Exhibit G
Information Confidentiality and Security Requirements

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0505 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (916) 440-7700	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874



INFORMATION SECURITY OFFICE

Information Systems Security Requirements for Projects (ISO/SR1)

Version 3.5

October 2007

Revision History

Doc No. / Rev No.	Revision Date	Revised By	Description of Revision / Change
S19 / R1.5	1/10/2007	A. Lancashire CDHS	Reformatting changes
SR1 / R1.0	9/12/2007	M. Serapio DHCS, B. Kelsey CDPH	Updated to address new best practices (previous version had dependencies to best practices from pre-SOA), fill existing regulatory gaps, remove vendor dependencies, reword language to make applicable to COTS/MOTS applications, and re-designated document number and name.
SR1/v1.5	9/14/2007	I. Sanford DHCS	Various grammatical and definition changes. Clarification of terms and responsibilities.
SR1/v2.0	9/21/2007	I. Sanford DHCS	Post team review updates
SR1/v2.1	10/17/2007	J. Cleveland CDPH	2 nd team review comments/changes
SR1/V2.2	10/21/2007	J. Cleveland CDPH	Added Admin User ID and password section from Ian Sanford and Data Query section from Brett Kelsey.
SR1/V2.3	10/22/2007	J. Cleveland CDPH	Modifications to Admin User ID and password section and Data Query section.
SR1/V3.0	10/25/2007	J. Cleveland CDPH	Minor grammatical changes, removal of dynamic web links, and added COTS language in C.8.
SR1/V3.5	10/26/2007	J. Cleveland CDPH	Addition of Sections A.13, A.14, B.12, B.13, B.14, B.15, and B.16 for the purpose of covering Privacy, when used in conjunction with BAAs.



<i>Type:</i> ISO Requirements	
<i>Issued:</i> October 26, 2007	<i>Doc Number:</i> SR 1/v3.5
<i>Revised:</i>	
<i>Title:</i> Information Systems Security Requirements for Projects	

I. Purpose

This document provides the minimum security requirements, mandated by the Information Security Office (ISO) from projects governed and/or subject to the policies and standards of the California Department of Public Health (CDPH). Projects that intend to deploy systems/applications into the Department's system infrastructure or will consume Department information system services are also subject to these minimum security requirements.

This document is intended to assist the Department and its service consumers in understanding the criteria the Department will use when evaluating and certifying the system design and security features and protocols used by project solutions consuming Department services. The security requirements herewith will also be used in conjunction with the Department ISO's compliance review program of its information system services consumers.

This document will serve as a universal set of requirements which must be met regardless of physical hosting location or entities providing operations and maintenance responsibility. These requirements do not serve any specific project nor do they prescribe any specific implementation technology.

II. Scope of Requirements

The information security requirements herein are organized in five categories (sections) and address at a minimum:

- Administrative/Management Safeguards
- Technical and Operational Safeguards
- Solution Architecture
- Documentation of Solution
- ISO Notifications

III. Contact

Chief Information Security Officer
 California Department of Public Health
 Information Security Office
 1615 Capital Avenue
 Sacramento, Ca 95814

IV. Information Systems Security Requirements

A. Administrative / Management Safeguards

1. Workforce Confidentiality Statement

All persons working with Department information must sign a confidentiality statement. The statement must include at a minimum; General Use, Security and Privacy safeguards, Unacceptable Use, Audit, and Enforcement policies. (Contact the ISO for the current version of the Security & Confidentiality form in use.)

The statement must be signed by the project member prior to being granted access to the Department's information. The statement must be renewed annually.

2. Access Authorization

Project/Program must implement and document clear rules and processes for vetting and granting authorizations; and procedures for the supervision of workforce members who work with Department information or in locations where it might be accessed.

3. Access Authorization Maintenance

On at least a semi-annual basis, Project/Program will review and remove all authorizations for individuals who have left the department, transferred to another unit, or assumed new job duties within the department.

4. Information System Activity Review

Project/Program must implement and document procedures to regularly review records of information system activity, such as audit logs, access reports, and security incident tracking reports.

5. Periodic System Security Review

All systems shall allow for periodic system security reviews that provide assurance that management, operations, personnel, and technical controls are functioning effectively and providing adequate levels of protection.

The reviews may include technical tools and security procedures such as virus scanners, vulnerability assessment products (which look for known security problems, configuration errors, and the installation of the latest hardware/software "patches"), and penetration testing.

6. Periodic System Log Review

All systems processing and/or storing Department information shall have a method or procedure in place to create and review system logs for unauthorized access. Logs may be stored within the system or on a centralized logging server or service, and shall be maintained for a minimum of three years.

7. Business Impact Analysis

Project/Program will conduct annually a Business Impact Analysis of the application to determine the Maximum Acceptable Outage (MAO), cost of lost functionality, system component dependencies, business function dependencies, and business partner dependencies.

8. Change Control

All systems processing and/or storing Department information must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of information.

For those systems running within the Department's environment and/or are consuming Department services, those systems shall comply with DTS and Department standards for change control process and procedures.

9. Incident Response

Establish procedures for responding to an emergency or other occurrence (e.g., fire, vandalism, system failure, and natural disaster) that damages systems that contain electronic protected health information.

The emergency response procedures shall be added to the existing Operational Recovery Plan (ORP). The ORP shall address what to do if a computer system and/or the information files are violated, lost, damaged, or inaccessible.

10. Disaster Recovery

Establish procedures that allow facility access in support of restoration of lost information under the ORP and emergency mode operations plan in the event of an emergency.

The restoration/recovery support procedures shall be added to the existing Operational Recovery Plan (ORP) to restore any loss of information and assure continuity of computing operations for support of the application and information.

Recovery procedures shall be developed using Appendix "J" Template from the Department's ORP.

11. Emergency Mode Operation Plan

Establish an Emergency Mode Operation Plan to enable continuation of critical business processes for protection of the security of electronic protected health information while operating in emergency mode. This plan shall be added to the existing ORP.

12. Periodic System Recovery Testing

All systems, as part of a new or existing project, shall allow for periodic system recovery testing. The period between tests should be defined as part of the project and be consistent with relevant department disaster recovery standards. Such testing should provide assurances that plans (Incident Response, Disaster Recovery, Emergency Mode Operation, and Data Backup) and controls (management, operations, personnel, and technical) are functioning effectively and providing adequate levels of protection during an incident, disaster, or breach.

13. Supervision of Data

Public Health Information (PHI) in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. Department PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be contained in checked-in baggage on commercial airplanes.

14. Escorting Visitors

Visitors to areas where Department PHI is contained shall be escorted and Department PHI shall be kept out of sight while visitors are in the area.

B. Technical and Operational Safeguards**1. System Security Compliance**

All project systems shall comply with applicable department security policies and requirements, as specified in the State Administrative Manual, Health Administrative Manual, HIPAA, Privacy Act, and any other applicable state or federal regulation. All security safeguards and precautions shall be subject to the approval of the Department ISO.

2. Virus Protection

All systems shall install and actively use comprehensive third-party anti-virus and virus protection software, and routinely update such software when updates are Released. All security safeguards and precautions shall be subject to the approval of the Department ISO.

3. Patch Management

All systems shall install and actively use comprehensive third-party patch management program and routinely update system and application software when updates are released. All security safeguards and precautions shall be subject to the approval of the Department ISO.

4. Encrypted Electronic Transmissions

All information transmissions that contain confidential information must be encrypted end-to-end using an industry-recognized encryption standard. The electronic transport must utilize Secure Socket Layer (SSL) and Department information and confidential information shall be encrypted at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable. Equivalent or stronger algorithms may be used upon approval of the Department ISO.

5. Encrypted Data Storage

All confidential information must be encrypted when stored using a department approved encryption standard. Confidential information shall be encrypted at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable. Equivalent or stronger algorithms may be used upon approval of the Department ISO.

6. Workstation / Laptop Encryption

All workstations and laptops that process and/or store Department information must be encrypted with a Department approved solution or a solution using a vendor product specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html

7. Removable Media Encryption

All electronic files that contain Department information must be encrypted when stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, tape backup, etc.) with a Department approved solution or a solution using a vendor product specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html

8. Secure Connectivity

All transmission and data-links between the information and application/system and DBMS and the DTS WAN shall be secure between transmission systems as required by regulation, policy or standard and as prescribed for the given application/system.

9. Intrusion Detection and Prevention

All systems that are accessible via the Internet, are critical, or contain ePHI shall install and actively use a Department approved comprehensive third-party real-time host based intrusion detection and prevention program that reports security events directly to the Department ISO. All security safeguards and precautions shall be subject to the approval of Department ISO.

10. Minimum Data Downloads

In accordance with the principle of need-to-know, only the minimum amount of information required to perform necessary business functions should be copied or downloaded.

11. Data Destruction

All Department information must be wiped from systems when the information is no longer necessary. The wipe method must conform to Department of Defense and Department standards for information destruction. Once information has been destroyed, the Department contract manager must be notified. If an agency or other entity is unable to destroy media in accordance with Department standards and provide notification, the media must be returned to the Department after usage for destruction in an approved manner.

12. Confidential Destruction

Department PHI in paper form must be disposed of through confidential means, such as cross cut shredding and pulverizing.

13. Removal of Data

Department PHI in either electronic or paper form shall not be removed from Department premises or from the premises of an authorized vendor or contractor without the written permission of the Department ISO.

14. Faxing of Confidential Information

Facsimile transmissions containing PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers must be verified before sending.

15. Mailing of Confidential Information

Department PHI shall only be mailed using secure methods. Large volume mailings of Department PHI must be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be

encrypted with a Department approved solution or a solution using a vendor product specified on the CSSI.

C. Solution Architecture

1. System Security Compliance

The system shall comply with all applicable Department security policies and requirements, as well as those specified in the State Administrative Manual, Health Administrative Manual, HIPAA, Privacy Act, and any other applicable state or federal regulation. All security safeguards and precautions shall be subject to the approval of the Department ISO.

2. Access Point Warning Banner

All systems containing Department information shall display a warning banner stating that information is confidential, activity is logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.

The following warning banner shall be used for all access points (e.g., desktops, laptops, web applications, mainframe applications, servers and network devices):

WARNING: This is a State of California computer system that is for official use by authorized users and is subject to being monitored and/or restricted at any time. Unauthorized or improper use of this system may result in administrative disciplinary action and/or civil and criminal penalties. By continuing to use this system you indicate your awareness of and consent to these terms and conditions of use.

LOG OFF IMMEDIATELY, if you do not agree to the conditions stated in this warning.

3. Layered Application Design

Application must be able to be segmented into a layered application design separating at a minimum the Presentation, Application/Business Logic, and Data Access Logic, and Data Persistence/Database layers.

4. Separation of Layers

The Presentation, Application/Business Logic, and Data Access Logic layer must be separated physically by a firewall regardless of physical implementation.

Vendor-provided commercial off-the-shelf (COTS) packages or components where physical separation of layers is not possible requires ISO approval.

5. Business Logic Layer Communication

Any system request made to the Business logic layer must be authenticated.

6. Data Access Logic Layer Design

The Data Access Logic Layer may take the form of stored procedures, database API, Data Access Objects/Components, Data Access Middleware, Shared Data Services, or Secure Web Service.

7. Data Access Logic Layer Communication

Any system request made to the Data Access logic layer must be authenticated and authorized.

8. Data Persistence/Database Layer Isolation

No direct access to the Data Persistence/Database layer will be permitted, except through the Data Access logic layer.

All calls to the Data Persistence/Database layer will be made through the Data Access logic layer as a trusted sub-system that utilizes a single database access account to all transactions.

Vendor-provided commercial off-the-shelf (COTS) packages or components where physical separation of Data Access Logic layer from Data Persistence/Database layer is not possible require ISO approval.

9. User Input Validation

All user input must be validated. The system must manage client input controls from server side to the extent possible. All third-party client side input controls must be documented and approved by the Department ISO.

10. Data Input Validation

All user information input must be validated before being committed to the database or other application information repository.

11. Data Queries

All Data queries (including In-line SQL calls) will not be allowed from the Presentation or the Business Logic layers unless validated for appropriate use of query language and validated for appropriate quantity/quality of data input. All data queries solution must be approved by department CISO.

Database table names and column names must not be exposed. Applications must use an alias for every table and column.

Dynamic SQL will not be permitted from the Presentation Layer without prior approval from the department ISO.

12. Username/Password Based Authentication

When usernames and passwords are going to be used as the method for system authentication the following for each must be met:

- Username requirements:
 - Usernames are unique and are traceable to an individual worker.
 - Usernames are NOT to be shared and never hard-coded into system logic.
- Password requirements:
 - Are not to be shared.
 - Must be 8 characters or more in length.
 - Must NOT be a word found in the dictionary, regardless of language.
 - Password must NOT be stored in clear text.
 - Must be changed at least every 60 days.
 - Must be changed immediately if revealed or compromised.
 - Passwords must be encrypted using irreversible industry-accepted strong encryption.
 - Accounts must be locked after 3 failed logon attempts.
 - Account lock-out reset timers must be set for a minimum of 15 minutes.
 - Must be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z);
 - Lower case letters (a-z);
 - Arabic numerals (0 through 9); and
 - Non-alphanumeric characters (punctuation symbols).

13. Administrator Username/Password Based Authentication

- Username requirements:
 - Must be unique and are traceable to an individual person.
 - Must NOT be shared.
 - Must never be hard-coded into system logic.
 - Must NOT be the same across different zones (e.g. Web Zone, Internal network, and Test Labs / Environments).
 - The default built-in Administrator account must be renamed and disabled.
 - The naming convention for administrator usernames must not make it obvious that usernames belong to administrator accounts.
 - If a generic Administrator account is created:
 - It must only be used in an Emergency.
 - It is NOT to be used for routine maintenance.
 - The password storage and management process for generic administrator accounts must be approved by the Department ISO.
- Password requirements:
 - Must not be the same as any of the previous 10 passwords.

- Must not to be shared.
- Must NOT be the same across different zones (e.g. Web Zone, Internal network, and Test Labs / Environments).
- Must be 12 characters or more in length.
- Must NOT be a word found in the dictionary, regardless of language.
- Password must NOT be stored in clear text.
- Must be changed at least every 60 days.
- Must be changed immediately if revealed, or compromised.
- Must be changed immediately upon the termination or transfer of an employee with knowledge of the password.
- Passwords must be encrypted using industry accepted, irreversible strong encryption.
- Accounts must be locked after 3 failed logon attempts.
- Account lock-out timers must be set for at least 60 minutes.
- Must be comprised of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z);
 - Lower case letters (a-z);
 - Arabic numerals (0 through 9);
 - Non-alphanumeric characters (punctuation symbols).

14. Role - Based Access

Any system deployed during, or as a result of a project, shall provide secure role-based access for authorization utilizing the principle of least privilege at all layers/tiers.

15. User / Entity Authentication Logging

System must log success and failures of user authentication at all layers as well as log all user transactions at the database layer as required by regulation, policy or standard and as prescribed for the given application/system. This logging shall be included for all user privilege levels including but not limited to systems administrators. This requirement applies to systems that process, store, and/or interface with PII and/or confidential information.

16. Automatic System Session Expiration

The system must provide an automatic timeout of user sessions after 20 minutes of inactivity.

17. Automatic System Lock-out and Reporting

The system must provide an automatic lock-out of users and a means to audit a minimum of 3 failed log-in attempts. The means of providing audit information must be approved by the departmental ISO.

18. Role-based Access to Audit Functions and Data

All systems/applications will implement role-based access to auditing functions and audit trail information utilizing the principle of least privilege

19. Secure Online Access to Audit Functions

All systems / applications will implement a secure online interface to Audit Capabilities and Reporting by way of application programming interface (API) or network service (or Web Service); to allow Department ISO to view logs, auditing procedures, and audit reporting.

20. Audit Trails

This requirement delineates the (minimum) log information that audit trails should record for any system that contains or is involved in the transmission of confidential information. The information listed below should be available on every system running a production environment. Not only will this information assist with problem resolution efforts and system restore operations, it will also be invaluable to system penetration attack investigations, fraud investigations, and the like.

The system must record (at minimum) the following events and any other events deemed appropriate by the Department ISO:

Transaction Types

- Any and all administrative changes to the system (i.e.: administrative password changes (forgotten password resets), system variables, network configuration changes, disk subsystem modifications, etc).
- Logon failures.
- Logons during non-business hours.
- Program or file access denial.
- Addition, deletion, or modification of users or program access privileges.
- Changes in file access restrictions.
- Database addition, deletion, or modification.
- Copy of files before and after read and write changes.
- Transaction issued.

Individual audit trail records shall contain the information needed to associate each query transaction to its initiator and relevant business purpose. Individual audit trail records should capture at a minimum the following:

Minimum Audit Trail Record Content

- Date and Time Stamp.
- Unique Username of Transaction Initiator.
- Transaction Recorded.
- Success or Failure of Transaction Recorded.
- Relevant business process or application component involved.
- Data captured (if any).

Audit Trail logs shall be maintained at minimum for three years after the occurrence or a set period of time determined by the Program's ISO that would not hinder a detailed forensic investigation of the occurrence. The Department ISO has final approval authority.

D. Documentation of Solution

1. System Configuration

As part of each project, assigned staff will document and maintain a full inventory of the major hardware, software, and communications platforms in use; system configurations; all applications/components with descriptions encompassing the solution; and a description of the solution's security design features and user access control mechanisms. Project will ensure a custodian(s) is assigned to each application/component.

2. Data In Use Classifications

Project will document and maintain information classification matrix of all information elements accessed and/or processed by solution.

The matrix should identify at a minimum:

- information element.
- information classification/sensitivity.
- relevant function/process or where is it used.
- system and database or where is it stored.

3. System Roles and Relationships

Project will document the organizational structure and relationships between systems managers, systems security personnel, and users, including an estimate of the number of users that will have access to Department information within the system solution and an explanation of their job descriptions.

4. Audit Method Documentation

Project will document the solution's auditing features and provide samples of audit reporting.

5. Retention of Documentation

The system/application maintainers will retain documentation, including audit and activity logs, for a minimum of three years (up to seven years) from the date of its creation or the date it was last in effect, whichever is later.

E. ISO Notifications

1. Security Compliance Notification

As part of each project, assigned staff will document how proposed solution meets or addresses the requirements specified in this document and must be submitted to the Department ISO prior to taking custody of Department owned information.

2. Notification of Changes to Solution

Once a project is approved as final by the ISO, no changes will be made to the project scope, documentation, systems or components without a change approval by the ISO.

3. Notification of Breach or Compromise

The system/application maintainers shall immediately and in writing report to the ISO on any and all breaches or compromises of system and/or information security, and shall take such remedial steps as may be necessary to restore security and repair damage, if any.

In the event of a breach or compromise of system and/or information security, the ISO may require a system/application security audit. The ISO shall review the recommendations from the security audit, and make final decisions on the steps necessary to restore security and repair damage.

The system/application maintainers shall properly implement any and all recommendations of the security audit, as approved by the ISO.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 9, 2008

DEPARTMENT Clerk-Recorder

**ADDITIONAL
DEPARTMENTS**

TIME REQUIRED

SUBJECT Public Utilities Commission 760
Overlay

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Document pertaining to application of the North American Numbering Plan Administrator, on behalf of the California Telecommunications Industry, for Relief of the 760 Numbering Plan Area.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Linda Romero

PHONE/EMAIL: 760-932-5534 / lromero@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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☐ [PUC 760 Overlay](#)

History

Time	Who	Approval
11/25/2008 10:35 AM	County Administrative Office	Yes
12/1/2008 3:19 PM	County Counsel	Yes
12/1/2008 3:48 PM	Finance	Yes
12/1/2008 3:59 PM	County Administrative Office	Yes

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of the North American Numbering
Plan Administrator, on behalf of the California
Telecommunications Industry, for Relief of the
760 Numbering Plan Area

Application No. 07-06-018
(Filed June 18, 2007)

**SUBMISSION OF FINAL IMPLEMENTATION PLAN AND PUBLIC
EDUCATION PLAN PURSUANT TO DECISION 08-10-038**

Pursuant to Ordering Paragraph 6 of D.08-10-038, the code and thousand block holders in the 760 area code ("Number Holders") respectfully submit the final implementation plan and Public Education Plan ("PEP") for the 760 overlay, a copy of which is attached hereto as Exhibit A, to the Commission and all interested parties.

The Number Holders have worked diligently to create the final implementation plan and PEP in a manner that is generally consistent with D.08-10-038 and establishes realistic implementation dates for the various goals and tasks provided for therein. Nonetheless, certain dates may need to be adjusted in the future as the PEP is actually implemented to account for various contingencies including, but not limited to, negotiations with third-party vendors and availability of resources. The Number Holders, however, do not anticipate any significant adjustments at this time.

Dated: November 17, 2008

Respectfully submitted,

/s/

GREGORY L. CASTLE

AT&T Services, Inc.
525 Market Street, Room 2022
San Francisco, CA 94105
Tel: (415) 778-1487
Fax: (415) 974-1999
E-mail: gregory.castle@att.com

Attorney for AT&T California on behalf of the
760 Number Holders

Exhibit A
Compliance Filing of 760 Implementation Plan
and Public Education Plan as Required by D.08-10-038

Activity	Description	Audience	Shared or Individual Service Provider Effort	Start Date	Completed Date
1	Effective date of decision approving 760 area code overlay.	NA	NA		10/16/08
2	NANPA 760 implementation meeting.	CPUC Staff and Industry	Shared		10/20/08
3	Email to industry asking for participation on task force & subcommittees.	Industry	Shared		10/22/08
4	Overlay information distributed internally as job aid for customer service representatives to answer customer questions. Representatives should not need to refer questions to the CPUC.	Customer service representatives	Individual		February 2009
5	760 overlay update to industry websites.	All customers	Individual		February 2009
6	News release describing 760 area code relief plan for distribution within the 760 area code including chambers of commerce and local governments	All customers	Shared		February 2009
7	Notify California Relay Services to send messages alerting customers to 1 + 10 digit dialing requirement in 760/442 area codes.	Hearing impaired customers	Shared		March 2009
8	Customer Notification No. 1: Announce the new area code plan. Include information about 1 + 10-digit dialing and indicate affected areas.	All customers	Individual		April 2, 2009 - 5.5 months after DOD
9	Provide letters with the information in Customer Notification No. 1, as well as PEP Task Force contact information and offer to provide industry speakers, to senior, consumer and other advocacy/activist organizations, chambers of commerce, city councils and other key government agencies, San Diego and Palm Springs airports, alarm service providers and public safety organizations throughout the 760 area code.	Consumer and other advocacy/activist organizations, chambers of commerce, city councils and other key government agencies, alarm, service providers and public safety organizations	Shared		April 2, 2009
10	Begin Permissive Dialing			Saturday May 2, 2009 at 12:01AM Pacific time 6.5 months after DOD	Saturday October 24, 2009 at 12:01AM Pacific time
11	Provide targeted information to schools (letter, worksheet and stickers), San Diego and Palm Springs airports, libraries and senior citizens (letter and poster). Timing may be modified to accommodate the school year.	Schools, San Diego and Palm Springs airports, libraries and senior citizens.	Shared	March 2009	May 2009
12	Published Directories: Add information on cover to alert customers in 760 area code.	All customers	Individual		July 2009
13	Offer industry appearances on local radio and TV talk shows.	All customers	Shared	January 2009	June 2009
14	Correct payphone signage to include updated dialing instructions.	All customers	Individual		September 2009

**Compliance Filing of 760 Implementation Plan
and Public Education Plan as Required by D.08-10-038**

Activity	Description	Audience	Shared or Individual Service Provider Effort	Start Date	Completed Date
15	News releases to media serving 760 area code and adjacent area codes and statewide regarding start of mandatory dialing.	Statewide	Shared		September 2009
16	Disseminate information in relevant zoned editions of major newspapers, ethnic media, radio and television through paid advertising. (Note: The bulk of the information should be disseminated in the three weeks preceding the beginning of mandatory 1+10 digit dialing.)	All customers	Shared	July 2009	September 2009
17	Offer industry appearances on local radio or TV talk shows.	All customers	Shared	July 2009	September 2009
18	Customer Notification #2. Announce the new area code plan. Include information about mandatory 1 + 10 digit dialing and indicate affected areas.	All customers	Individual		September 24, 2009
19	Provide letters with the information in Customer Notification No. 2, as well as PEP Task Force contact information and an offer to provide industry speakers, to senior, consumer and other advocacy/activist organizations, chambers of commerce, city councils and other key government agencies, San Diego and Palm Springs airports, alarm service providers and public safety organizations throughout the 760 area code.	Senior, consumer and other advocacy/activist organizations, chambers of commerce, city councils and other key government agencies, San Diego and Palm Springs airports, alarm service providers and public safety organizations	Shared		September 2009
20	Complete implementation of recorded message announcing mandatory dialing.	All customers	Individual		September 2009
21	Conduct a balanced and statistically significant survey of customers in 760 area code, including elderly, disabled and non-English speakers, to determine level of awareness of overlay and dialing change and submit the results to the Director of the Telecommunications Division. The proposed survey methodology shall be submitted to the Director of the Telecommunications Division for approval prior to implementation.	All customers including the elderly, disabled, non-English speakers	Shared		September to October 2009
22	Begin Mandatory Dialing				Saturday October 24, 2009 at 12:01AM Pacific time
23	442 numbers assigned and implementation completed				November 21, 2009

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the "**SUBMISSION OF FINAL IMPLEMENTATION PLAN AND PUBLIC EDUCATION PLAN PURSUANT TO DECISION 08-10-038**" on all known parties to **A.07-06-018**, by e-mail, U.S. Mail, and/or hand-delivery to each party named in the official Service List.

Executed this 17th day of November 2008, at San Francisco, California.

By: /s/
Linda Cheng

AT&T Services, Inc.
525 Market Street
San Francisco, CA 94105



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 9, 2008	DEPARTMENT	Clerk-Recorder
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Eastern Sierra and Northern San Gabriel Wild Heritage Act		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Letters regarding the Eastern Sierra and Northern San Gabriel Wild Heritage Act.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Linda Romero

PHONE/EMAIL: 760-932-5534 / lromero@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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☐ [Eastern Sierra Heritage Act Letters](#)

History

Time	Who	Approval
11/18/2008 1:13 PM	Clerk of the Board	Yes

NOV 21 2008

July 1, 2008

Mono County Board of Supervisors

Subject: Public comment regarding the Eastern Sierra and Northern San Gabriel Wild Heritage Act

Wildlife Management

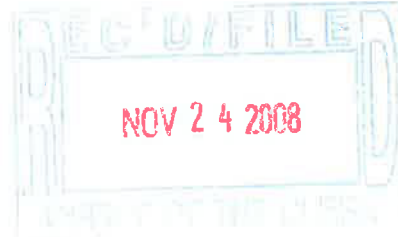
National Forest, BLM and Fish and Game biologists acknowledge that ready access is essential to maintaining and promoting healthy wildlife populations. Please refer to the written testimony of retired DFG Wildlife Biologist, Dr. Vern Bleich, an expert in the management of big horn sheep, mule deer and other wildlife related activities.

His comments relating to the negative impact of a wilderness designation on our big horn sheep management areas, the Southern Sierra, White Mountains, Wheeler Ridge and Lee Vining Canyon, state wilderness designation will severely restrict, if not eliminate, efforts to recover our declining mountain sheep populations where some are listed as endangered species.

I ask for your support in opposing any new wilderness that threatens the health and welfare of our bighorn sheep and other wildlife.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy D. Warr". The signature is fluid and cursive, with the first name "Timothy" being more prominent and the last name "Warr" following in a similar style.



July 1, 2008

Mono County Board of Supervisors

Subject: Public comments regarding the Eastern Sierra and San Gabriel Wild Heritage Act

Cherry Stemming Roads into Wilderness

The 1964 Wilderness Act clearly states that there will be no permanent road within any wilderness areas designated by the Act.

At one time wilderness advocates refused to discuss cherry stemming as being an insult to wilderness. Now it is embraced as a means to acquire more manufactured wilderness. The ominous threat is that their agenda very likely includes future closure of those roads through lawsuits and intimidation of public land agencies.

The Inyo National Forest has been studied twice in RARE 1 and RARE 11 for new wilderness. A small area in the White Mountains was set aside for future study and the rest of the forest was considered not suitable for future wilderness.

I am asking the Board of Supervisors to insist that any new wilderness designation meet the intent of the 1964 Wilderness Act that does not include cherry stemmed roads.

Sincerely,



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 9, 2008	DEPARTMENT	Elections
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Lynda Roberts
SUBJECT	Certification of Election		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Certification of County Clerk/Registrar of Voters to the results of the canvass of the November 4, 2008, General Consolidated Election.

RECOMMENDED ACTION:

Receive and approve as correct the Statement of Votes cast in the November 4, 2008, General Consolidated Election, and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of Votes.

FISCAL IMPACT:

None

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 932-5538 / lroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

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☐ [Election Certification](#)

☐ [Election Certification part 1](#)

☐ [Election Certification part 2](#)

History

Time	Who	Approval
11/18/2008 11:53 AM	County Administrative Office	Yes
11/21/2008 4:43 PM	County Counsel	Yes
11/24/2008 7:58 AM	Finance	Yes
11/24/2008 8:59 AM	County Administrative Office	Yes



CLERK-RECORDER-REGISTRAR COUNTY OF MONO

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531

Lynda Roberts
Mono County Clerk/Recorder
lroberts@mono.ca.gov

To: Honorable Board of Supervisors

From: Lynda Roberts, Clerk of Elections

Date: December 9, 2008

Subject

Certification of County Clerk/Registrar of Voters to the results of the canvass of the November 4, 2008, General Consolidated Election

Recommendation

Receive and approve as correct the Statement of Votes cast in the November 4, 2008, General Consolidated Election, and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of Votes.

Discussion

The Statement of Votes shows the results of the November 4, 2008, General Consolidated Election. The report specifies the number of votes cast by precinct in each contest.

Fiscal Impact

None

**CERTIFICATION OF COUNTY CLERK/REGISTRAR OF VOTERS
TO THE RESULTS OF THE CANVASS OF THE NOVEMBER 4, 2008
GENERAL ELECTION**

STATE OF CALIFORNIA

COUNTY OF MONO

SS.

I, LYNDA ROBERTS, County Clerk/Registrar of Voters of said county, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 4, 2008 for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 10th day of NOVEMBER 2008 at
the County of MONO.




Registrar of Voters LYNDA ROBERTS

County of MONO
State of California

HELP AMERICA VOTE ACT OF 2002

CERTIFICATION OF ELECTIONS OFFICIAL

STATE OF CALIFORNIA

COUNTY OF MONO

ss.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 (HAVA) (Pub. L. No. 107-252 (2002) 116 Stat. 1666, 42 U.S.C. § 15483),

I, LYNDA ROBERTS, Registrar of Voters for the

County of MONO, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Federal election held on the 4th day of November 2008 in the County of

MONO, State of California, and all elections consolidated therewith.

I hereby set my hand and official seal this 10th day of NOVEMBER 2008 at

the County of MONO.



Registrar of Voters LYNDA ROBERTS
County of MONO
State of California

County Vote Reporting Form
Office of the Secretary of State
November 4, 2008 – General Election
Official Canvass of Votes for Qualified Write-In Candidates

County Name MONO

Contact Name LYNDA ROBERTS

Contact Phone 760-932-5538

PLEASE RETURN NO LATER THAN DECEMBER 9, 2008

As part of the Statement of Vote, we will need to report the total number of votes received for each qualified write-in candidate. If your Official Canvass does not provide a breakdown of this information, please use this form to report the votes to the Secretary of State, Elections Division.

All qualified write-in candidates are listed below.

For each candidate, please indicate a total number of votes, zero votes, or N/A whether or not you have a write-in candidate listed.

PRESIDENT

CHUCK BALDWIN

0

JAMES HARRIS

0

FRANK MOORE

0

RON PAUL

0

UNITED STATES REPRESENTATIVE DISTRICT 1
PAMELA ELIZONDO

N/A

UNITED STATES REPRESENTATIVE DISTRICT 5
DAVID B. LYNCH

N/A

UNITED STATES REPRESENTATIVE DISTRICT 8
MICHELLE WONG CLAY

N/A

LEA SHERMAN

N/A

UNITED STATES REPRESENTATIVE DISTRICT 9
CHRISTOPHER KULA

N/A

DAVID HELLER

N/A

UNITED STATES REPRESENTATIVE DISTRICT 11
DAVID CHRISTENSEN

N/A

UNITED STATES REPRESENTATIVE DISTRICT 17
PETER ANDRESEN

N/A

UNITED STATES REPRESENTATIVE DISTRICT 19
PETER LEINAU

N/A

PHIL ROCKEY

N/A

UNITED STATES REPRESENTATIVE DISTRICT 28
MICHAEL J. KOCH

N/A

UNITED STATES REPRESENTATIVE DISTRICT 32
INNOCENT O. OSUNWA

N/A

UNITED STATES REPRESENTATIVE DISTRICT 37
LEE DAVIS

N/A

PETER MATHEWS

N/A

JUNE VIENA POUESI

N/A

UNITED STATES REPRESENTATIVE DISTRICT 52
JOSEPH M. RYAN

N/A

STATE SENATOR DISTRICT 19
PETER WINFIELD DIEDERICH

N/A

STATE SENATOR DISTRICT 31
DENISE M. STERNBERG

N/A

STATE ASSEMBLY MEMBER DISTRICT 27
REXFORD KEYES

N/A

STATE ASSEMBLY MEMBER DISTRICT 31
CHRISTOPHER ALEXANDER MCCOWAN

N/A

Please return this document with your Official Canvass
NO LATER THAN DECEMBER 9, 2008

Evelyn Mendez
Secretary of State, Elections Division
1500 11th Street, Fifth Floor
Sacramento, CA 95814
PHONE: (916) 653-9155
FAX: (916) 651-6460 OR (916) 653-3214
Evelyn.Mendez@sos.ca.gov

County Vote Reporting Form
Office of the Secretary of State
November 4, 2008 - 2008 Presidential General
Official Canvass

Mono County

Voting System used by Precinct Voters: _____

Voting System used by Absentee Voters: _____

Date: 11/10/08

Total Precincts: 13

Precinct Ballots: 3725

Absentee Ballots: 1896

Total Ballots Cast: 5621

ID	Party	Candidate/Prop	Votes
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President

1189 LIB Bob Barr

584 AI Alan Keyes

586 REP John McCain

585 GRN Cynthia McKinney

1136 PF Ralph Nader

583 DEM Barack Obama

42
16
2354
15
51
3093

President (Write-Ins)

1065 IND Chuck Baldwin (W/I)

1014 IND James Harris (W/I)

653 IND Frank Moore (W/I)

770 IND Ron Paul (W/I)

0
0
0
0

United States Representative District 25

13 Precincts with ballots cast: 5571

136 DEM Jackie Conaway

139 REP *Howard P. "Buck" McKeon

2321
2850

State Senate District 1

13 Precincts with ballots cast: 5081

49 DEM Anselmo A. Chavez

93 REP *Dave Cox

2283
2798

State Assembly Member District 25

13 Precincts with ballots cast: 4987

57 REP *Tom Berryhill

400 DEM Taylor White

2595
2392

*-Incumbent

County Vote Reporting Form
Office of the Secretary of State
November 3, 2008 - 2008 Presidential General
Official Canvass

Mono County

Total Precincts: 13

ID	Party	Candidate/Prop	Votes	
Ballot Measures			Yes	No
1A		Safe, Reliable High-Speed Train Bond Act	<u>2183</u>	<u>3116</u>
2		Standards for Confining Farm Animals	<u>3100</u>	<u>2242</u>
3		Children's Hospital Bond Act. Grant Program.	<u>2271</u>	<u>2969</u>
4		Parent Notif. Before Terminating Minor's Pregnancy	<u>2125</u>	<u>3218</u>
5		Nonviolent Drug Offense. Sentencing, Parole, Rehab	<u>2303</u>	<u>2988</u>
6		Police, Law Enforcement Funding. Criminal Laws.	<u>1341</u>	<u>3842</u>
7		Renewable Energy Generation	<u>2474</u>	<u>2828</u>
8		Eliminates Right of Same-Sex Couples to Marry	<u>2425</u>	<u>3050</u>
9		Criminal Justice System. Victims' Rights. Parole.	<u>2787</u>	<u>2338</u>
10		Altern. Fuel Vehicles and Renewable Energy Bonds	<u>2022</u>	<u>3232</u>
11		Redistricting	<u>2386</u>	<u>2526</u>
12		Veterans' Bond	<u>3115</u>	<u>2092</u>

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

President

Bob Barr

Votes

Supervisory Districts

Mono County Supervisory District 1 (2000)

7

Mono County Supervisory District 2 (2000)

9

Mono County Supervisory District 3 (2000)

7

Mono County Supervisory District 4 (2000)

6

Mono County Supervisory District 5 (2000)

13

Congressional Districts

Congressional District 25 (2000)

42

State Assembly Districts

State Assembly District 25 (2000)

42

BOE Districts

Board of Equalization District 2 (2000)

42

Municipal Districts

Mammoth Lakes

25

Multiple districts of Mono County (2000)

42

Miscellaneous

Unincorporated area of Mono County

17

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

President

Alan Keyes

Votes

Supervisory Districts

Mono County Supervisory District 1 (2000)

5

Mono County Supervisory District 2 (2000)

8

Mono County Supervisory District 3 (2000)

0

Mono County Supervisory District 4 (2000)

1

Mono County Supervisory District 5 (2000)

2

Congressional Districts

Congressional District 25 (2000)

16

State Assembly Districts

State Assembly District 25 (2000)

16

BOE Districts

Board of Equalization District 2 (2000)

16

Municipal Districts

Mammoth Lakes

7

Multiple districts of Mono County (2000)

16

Miscellaneous

Unincorporated area of Mono County

9

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

President

John McCain

Votes

Supervisory Districts

Mono County Supervisory District 1 (2000)

269

Mono County Supervisory District 2 (2000)

602

Mono County Supervisory District 3 (2000)

437

Mono County Supervisory District 4 (2000)

660

Mono County Supervisory District 5 (2000)

389

Congressional Districts

Congressional District 25 (2000)

2354

State Assembly Districts

State Assembly District 25 (2000)

2354

BOE Districts

Board of Equalization District 2 (2000)

2354

Municipal Districts

Mammoth Lakes

926

Multiple districts of Mono County (2000)

2354

Miscellaneous

Unincorporated area of Mono County

1428

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

President

Cynthia McKinney

Votes

Supervisory Districts

Mono County Supervisory District 1 (2000)

1

Mono County Supervisory District 2 (2000)

5

Mono County Supervisory District 3 (2000)

1

Mono County Supervisory District 4 (2000)

4

Mono County Supervisory District 5 (2000)

4

Congressional Districts

Congressional District 25 (2000)

15

State Assembly Districts

State Assembly District 25 (2000)

15

BOE Districts

Board of Equalization District 2 (2000)

15

Municipal Districts

Mammoth Lakes

5

Multiple districts of Mono County (2000)

15

Miscellaneous

Unincorporated area of Mono County

10

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

President

Ralph Nader

Votes

Supervisory Districts

Mono County Supervisory District 1 (2000)

3

Mono County Supervisory District 2 (2000)

20

Mono County Supervisory District 3 (2000)

11

Mono County Supervisory District 4 (2000)

11

Mono County Supervisory District 5 (2000)

6

Congressional Districts

Congressional District 25 (2000)

51

State Assembly Districts

State Assembly District 25 (2000)

51

BOE Districts

Board of Equalization District 2 (2000)

51

Municipal Districts

Mammoth Lakes

15

Multiple districts of Mono County (2000)

51

Miscellaneous

Unincorporated area of Mono County

36

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

President

Barack Obama

Supervisorial Districts

Mono County Supervisorial District 1 (2000)

Mono County Supervisorial District 2 (2000)

Mono County Supervisorial District 3 (2000)

Mono County Supervisorial District 4 (2000)

Mono County Supervisorial District 5 (2000)

Congressional Districts

Congressional District 25 (2000)

State Assembly Districts

State Assembly District 25 (2000)

BOE Districts

Board of Equalization District 2 (2000)

Municipal Districts

Mammoth Lakes

Multiple districts of Mono County (2000)

Miscellaneous

Unincorporated area of Mono County

Votes

581

699

658

452

703

3093

3093

3093

1756

3093

1337

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

**Mono County
President**

James Harris (W/I)

Supervisory Districts

Mono County Supervisorial District 1 (2000)

Mono County Supervisorial District 2 (2000)

Mono County Supervisorial District 3 (2000)

Mono County Supervisorial District 4 (2000)

Mono County Supervisorial District 5 (2000)

Congressional Districts

Congressional District 25 (2000)

State Assembly Districts

State Assembly District 25 (2000)

BOE Districts

Board of Equalization District 2 (2000)

Municipal Districts

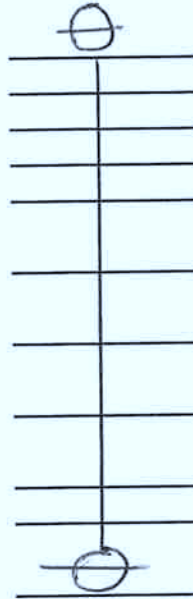
Mammoth Lakes

Multiple districts of Mono County (2000)

Miscellaneous

Unincorporated area of Mono County

Votes



**Mono County
President
Ron Paul (W/I)**

Unincorporated area of Mono County

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

Ballot Measures

10 - Altern. Fuel Vehicles and Renewable Energy Bonds
Supervisory Districts

	Yes	No
Mono County Supervisory District 1 (2000)	413	402
Mono County Supervisory District 2 (2000)	429	855
Mono County Supervisory District 3 (2000)	419	637
Mono County Supervisory District 4 (2000)	318	757
Mono County Supervisory District 5 (2000)	443	581
Congressional Districts		
Mono County part of Congress District 25 (2000)	2022	3232
State Senate Districts		
Mono County part of Senate District 01 (2000)	2022	3232
State Assembly Districts		
Mono County part of Assembly District 25 (2000)	2022	3232
BOE Districts		
Mono County part of BOE District 2 (2000)	2022	3232
Municipal Districts		
Mammoth Lakes	1156	1400
Multiple districts of Mono County (2000)	2022	3232
Miscellaneous		
Unincorporated area of Mono County	866	1832

California Secretary of State
 Supplement to the Statement of Vote for the 2008 Presidential General Election
 County Input Document

Mono County

Ballot Measures

11 - Redistricting

	Yes	No
<u>Supervisorial Districts</u>		
Mono County Supervisorial District 1 (2000)	<u>340</u>	<u>398</u>
Mono County Supervisorial District 2 (2000)	<u>604</u>	<u>609</u>
Mono County Supervisorial District 3 (2000)	<u>476</u>	<u>500</u>
Mono County Supervisorial District 4 (2000)	<u>471</u>	<u>565</u>
Mono County Supervisorial District 5 (2000)	<u>495</u>	<u>484</u>
<u>Congressional Districts</u>		
Mono County part of Congress District 25 (2000)	<u>2386</u>	<u>2526</u>
<u>State Senate Districts</u>		
Mono County part of Senate District 01 (2000)	<u>2386</u>	<u>2526</u>
<u>State Assembly Districts</u>		
Mono County part of Assembly District 25 (2000)	<u>2386</u>	<u>2526</u>
<u>BOE Districts</u>		
Mono County part of BOE District 2 (2000)	<u>2386</u>	<u>2526</u>
<u>Municipal Districts</u>		
Mammoth Lakes	<u>1152</u>	<u>1179</u>
Multiple districts of Mono County (2000)	<u>2386</u>	<u>2526</u>
<u>Miscellaneous</u>		
Unincorporated area of Mono County	<u>1234</u>	<u>1347</u>

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

Ballot Measures

12 - Veterans' Bond

	<u>Yes</u>	<u>No</u>
<u>Supervisorial Districts</u>		
Mono County Supervisorial District 1 (2000)	<u>495</u>	<u>302</u>
Mono County Supervisorial District 2 (2000)	<u>772</u>	<u>504</u>
Mono County Supervisorial District 3 (2000)	<u>559</u>	<u>478</u>
Mono County Supervisorial District 4 (2000)	<u>699</u>	<u>388</u>
Mono County Supervisorial District 5 (2000)	<u>570</u>	<u>420</u>
<u>Congressional Districts</u>		
Mono County part of Congress District 25 (2000)	<u>3115</u>	<u>2092</u>
<u>State Senate Districts</u>		
Mono County part of Senate District 01 (2000)	<u>3115</u>	<u>2092</u>
<u>State Assembly Districts</u>		
Mono County part of Assembly District 25 (2000)	<u>3115</u>	<u>2092</u>
<u>BOE Districts</u>		
Mono County part of BOE District 2 (2000)	<u>3115</u>	<u>2092</u>
<u>Municipal Districts</u>		
Mammoth Lakes	<u>1452</u>	<u>1052</u>
Multiple districts of Mono County (2000)	<u>3115</u>	<u>2092</u>
<u>Miscellaneous</u>		
Unincorporated area of Mono County	<u>1663</u>	<u>1040</u>

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

Ballot Measures

1A - Safe, Reliable High-Speed Train Bond Act
Supervisory Districts

Mono County Supervisory District 1 (2000)

Mono County Supervisory District 2 (2000)

Mono County Supervisory District 3 (2000)

Mono County Supervisory District 4 (2000)

Mono County Supervisory District 5 (2000)

Congressional Districts

Mono County part of Congress District 25 (2000)

State Senate Districts

Mono County part of Senate District 01 (2000)

State Assembly Districts

Mono County part of Assembly District 25 (2000)

BOE Districts

Mono County part of BOE District 2 (2000)

Municipal Districts

Mammoth Lakes

Multiple districts of Mono County (2000)

Miscellaneous

Unincorporated area of Mono County

Yes	No
<u>429</u>	<u>382</u>
<u>461</u>	<u>822</u>
<u>469</u>	<u>596</u>
<u>340</u>	<u>750</u>
<u>484</u>	<u>566</u>
<u>2183</u>	<u>3116</u>
<u>2183</u>	<u>3116</u>
<u>2183</u>	<u>3116</u>
<u>2183</u>	<u>3116</u>
<u>1230</u>	<u>1353</u>
<u>2183</u>	<u>3116</u>
<u>953</u>	<u>1763</u>

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

Ballot Measures

2 - Standards for Confining Farm Animals

Supervisory Districts

Mono County Supervisory District 1 (2000)

Mono County Supervisory District 2 (2000)

Mono County Supervisory District 3 (2000)

Mono County Supervisory District 4 (2000)

Mono County Supervisory District 5 (2000)

Congressional Districts

Mono County part of Congress District 25 (2000)

State Senate Districts

Mono County part of Senate District 01 (2000)

State Assembly Districts

Mono County part of Assembly District 25 (2000)

BOE Districts

Mono County part of BOE District 2 (2000)

Municipal Districts

Mammoth Lakes

Multiple districts of Mono County (2000)

Miscellaneous

Unincorporated area of Mono County

Yes	No
<u>513</u>	<u>311</u>
<u>742</u>	<u>556</u>
<u>626</u>	<u>445</u>
<u>551</u>	<u>547</u>
<u>668</u>	<u>383</u>
<u>3100</u>	<u>2242</u>
<u>3100</u>	<u>2242</u>
<u>3100</u>	<u>2242</u>
<u>3100</u>	<u>2242</u>
<u>1623</u>	<u>973</u>
<u>3100</u>	<u>2242</u>
<u>1477</u>	<u>1269</u>

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

Ballot Measures

3 - Children's Hospital Bond Act. Grant Program.

Supervisorial Districts

Mono County Supervisorial District 1 (2000)

Mono County Supervisorial District 2 (2000)

Mono County Supervisorial District 3 (2000)

Mono County Supervisorial District 4 (2000)

Mono County Supervisorial District 5 (2000)

Congressional Districts

Mono County part of Congress District 25 (2000)

State Senate Districts

Mono County part of Senate District 01 (2000)

State Assembly Districts

Mono County part of Assembly District 25 (2000)

BOE Districts

Mono County part of BOE District 2 (2000)

Municipal Districts

Mammoth Lakes

Multiple districts of Mono County (2000)

Miscellaneous

Unincorporated area of Mono County

<u>Yes</u>	<u>No</u>
<u>398</u>	<u>401</u>
<u>506</u>	<u>775</u>
<u>444</u>	<u>601</u>
<u>450</u>	<u>630</u>
<u>423</u>	<u>562</u>
<u>2271</u>	<u>2969</u>
<u>2271</u>	<u>2969</u>
<u>2271</u>	<u>2969</u>
<u>2271</u>	<u>2969</u>
<u>2271</u>	<u>2969</u>
<u>1164</u>	<u>1377</u>
<u>2271</u>	
<u>1107</u>	<u>1592</u>

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

Ballot Measures

4 - Parent Notif. Before Terminating Minor's Pregnancy

	Yes	No
Supervisorial Districts		
Mono County Supervisorial District 1 (2000)	<u>291</u>	<u>530</u>
Mono County Supervisorial District 2 (2000)	<u>519</u>	<u>780</u>
Mono County Supervisorial District 3 (2000)	<u>368</u>	<u>698</u>
Mono County Supervisorial District 4 (2000)	<u>544</u>	<u>553</u>
Mono County Supervisorial District 5 (2000)	<u>403</u>	<u>657</u>
Congressional Districts		
Mono County part of Congress District 25 (2000)	<u>2125</u>	<u>3218</u>
State Senate Districts		
Mono County part of Senate District 01 (2000)	<u>2125</u>	<u>3218</u>
State Assembly Districts		
Mono County part of Assembly District 25 (2000)	<u>2125</u>	<u>3218</u>
BOE Districts		
Mono County part of BOE District 2 (2000)	<u>2125</u>	<u>3218</u>
Municipal Districts		
Mammoth Lakes	<u>917</u>	<u>1686</u>
Multiple districts of Mono County (2000)	<u>2125</u>	<u>3218</u>
Miscellaneous		
Unincorporated area of Mono County	<u>1208</u>	<u>1532</u>

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

Ballot Measures

5 - Nonviolent Drug Offense. Sentencing, Parole, Rehab
Supervisorial Districts

	Yes	No
Mono County Supervisorial District 1 (2000)	<u>422</u>	<u>392</u>
Mono County Supervisorial District 2 (2000)	<u>507</u>	<u>788</u>
Mono County Supervisorial District 3 (2000)	<u>487</u>	<u>574</u>
Mono County Supervisorial District 4 (2000)	<u>387</u>	<u>693</u>
Mono County Supervisorial District 5 (2000)	<u>500</u>	<u>541</u>
Congressional Districts		
Mono County part of Congress District 25 (2000)	<u>2303</u>	<u>2988</u>
State Senate Districts		
Mono County part of Senate District 01 (2000)	<u>2303</u>	<u>2988</u>
State Assembly Districts		
Mono County part of Assembly District 25 (2000)	<u>2303</u>	<u>2988</u>
BOE Districts		
Mono County part of BOE District 2 (2000)	<u>2303</u>	<u>2988</u>
Municipal Districts		
Mammoth Lakes	<u>1258</u>	<u>1316</u>
Multiple districts of Mono County (2000)	<u>2303</u>	<u>2988</u>
Miscellaneous		
Unincorporated area of Mono County	<u>1045</u>	<u>1672</u>

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

Ballot Measures

6 - Police, Law Enforcement Funding, Criminal Laws.

	Yes	No
Supervisorial Districts		
Mono County Supervisorial District 1 (2000)	<u>183</u>	<u>603</u>
Mono County Supervisorial District 2 (2000)	<u>369</u>	<u>911</u>
Mono County Supervisorial District 3 (2000)	<u>221</u>	<u>816</u>
Mono County Supervisorial District 4 (2000)	<u>325</u>	<u>749</u>
Mono County Supervisorial District 5 (2000)	<u>243</u>	<u>763</u>
Congressional Districts		
Mono County part of Congress District 25 (2000)	<u>1341</u>	<u>3842</u>
State Senate Districts		
Mono County part of Senate District 01 (2000)	<u>1341</u>	<u>3842</u>
State Assembly Districts		
Mono County part of Assembly District 25 (2000)	<u>1341</u>	<u>3842</u>
BOE Districts		
Mono County part of BOE District 2 (2000)	<u>1341</u>	<u>3842</u>
Municipal Districts		
Mammoth Lakes	<u>570</u>	<u>1923</u>
Multiple districts of Mono County (2000)	<u>1341</u>	<u>3842</u>
Miscellaneous		
Unincorporated area of Mono County	<u>771</u>	<u>1919</u>

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

Ballot Measures

7 - Renewable Energy Generation

Supervisorial Districts

Mono County Supervisorial District 1 (2000)

Mono County Supervisorial District 2 (2000)

Mono County Supervisorial District 3 (2000)

Mono County Supervisorial District 4 (2000)

Mono County Supervisorial District 5 (2000)

Congressional Districts

Mono County part of Congress District 25 (2000)

State Senate Districts

Mono County part of Senate District 01 (2000)

State Assembly Districts

Mono County part of Assembly District 25 (2000)

BOE Districts

Mono County part of BOE District 2 (2000)

Municipal Districts

Mammoth Lakes

Multiple districts of Mono County (2000)

Miscellaneous

Unincorporated area of Mono County

Yes	No
<u>454</u>	<u>368</u>
<u>508</u>	<u>780</u>
<u>500</u>	<u>569</u>
<u>432</u>	<u>645</u>
<u>580</u>	<u>466</u>
<u>2474</u>	<u>2828</u>
<u>2474</u>	<u>2828</u>
<u>2474</u>	<u>2828</u>
<u>2474</u>	<u>2828</u>
<u>1400</u>	<u>1189</u>
<u>2474</u>	<u>2828</u>
<u>1074</u>	<u>1639</u>

California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

Ballot Measures

8 - Eliminates Right of Same-Sex Couples to Marry
Supervisory Districts

Yes	No
<u>291</u>	<u>558</u>
<u>633</u>	<u>689</u>
<u>421</u>	<u>676</u>
<u>673</u>	<u>437</u>
<u>407</u>	<u>690</u>

Mono County Supervisory District 1 (2000)

Mono County Supervisory District 2 (2000)

Mono County Supervisory District 3 (2000)

Mono County Supervisory District 4 (2000)

Mono County Supervisory District 5 (2000)

Congressional Districts

Mono County part of Congress District 25 (2000)

<u>2425</u>	<u>3050</u>
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State Senate Districts

Mono County part of Senate District 01 (2000)

<u>2425</u>	<u>3050</u>
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State Assembly Districts

Mono County part of Assembly District 25 (2000)

<u>2425</u>	<u>3050</u>
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BOE Districts

Mono County part of BOE District 2 (2000)

<u>2425</u>	<u>3050</u>
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Municipal Districts

Mammoth Lakes

<u>939</u>	<u>1750</u>
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Multiple districts of Mono County (2000)

<u>2425</u>	<u>3050</u>
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Miscellaneous

Unincorporated area of Mono County

<u>1486</u>	<u>1300</u>
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California Secretary of State
Supplement to the Statement of Vote for the 2008 Presidential General Election
County Input Document

Mono County

Ballot Measures

9 - Criminal Justice System. Victims' Rights. Parole.

Supervisorial Districts

Mono County Supervisorial District 1 (2000)

Mono County Supervisorial District 2 (2000)

Mono County Supervisorial District 3 (2000)

Mono County Supervisorial District 4 (2000)

Mono County Supervisorial District 5 (2000)

Congressional Districts

Mono County part of Congress District 25 (2000)

State Senate Districts

Mono County part of Senate District 01 (2000)

State Assembly Districts

Mono County part of Assembly District 25 (2000)

BOE Districts

Mono County part of BOE District 2 (2000)

Municipal Districts

Mammoth Lakes

Multiple districts of Mono County (2000)

Miscellaneous

Unincorporated area of Mono County

<u>Yes</u>	<u>No</u>
<u>373</u>	<u>383</u>
<u>685</u>	<u>578</u>
<u>541</u>	<u>482</u>
<u>601</u>	<u>465</u>
<u>567</u>	<u>430</u>
<u>2787</u>	<u>2338</u>
<u>2787</u>	<u>2338</u>
<u>2787</u>	<u>2338</u>
<u>2787</u>	<u>2338</u>
<u>2787</u>	<u>2338</u>
<u>1320</u>	<u>1139</u>
<u>2787</u>	<u>2338</u>
<u>1467</u>	<u>1199</u>

MONO COUNTY Statement of Vote
CONSOLIDATED GENERAL ELECTION

NON PARTISAN PRESIDENT AND VICE PRESIDENT-GENERAL															
100002	Registration	Ballots Cast	Turnout (%)		JOHN MCCAIN	CYNTHIA MCKINNEY	ALAN KEYES	RALPH NADER	BARACK OBAMA	BOB BARR					
01 ANTELOPE 0001	605	312	51.57		186	0	0	3	116	3					
01 ANTELOPE - Vote by Mail	605	192	31.74		106	1	0	4	78	2					
01 ANTELOPE - Provisional	605	0	0.00		0	0	0	0	0	0					
02 BENTON - MB 0002	202	155	76.73		87	1	3	2	59	1					
02 BENTON - MB - Vote by Mail	202	0	0.00		0	0	0	0	0	0					
02 BENTON - MB - Provisional	202	0	0.00		0	0	0	0	0	0					
03 BRIDGEPORT 0003	464	215	46.34		158	0	0	1	55	0					
03 BRIDGEPORT - Vote by Mail	464	186	40.09		114	0	1	2	69	0					
03 BRIDGEPORT - Provisional	464	0	0.00		0	0	0	0	0	0					
04 CHALFANT VALLEY - MB 00	401	322	80.30		181	2	2	4	125	5					
04 CHALFANT VALLEY - MB - Vc	401	0	0.00		0	0	0	0	0	0					
04 CHALFANT VALLEY - MB - Pr	401	0	0.00		0	0	0	0	0	0					
05 JUNE LAKE 0005	400	179	44.75		88	1	0	4	82	2					
05 JUNE LAKE - Vote by Mail	400	184	46.00		78	0	0	1	104	0					
05 JUNE LAKE - Provisional	400	0	0.00		0	0	0	0	0	0					
06 LEE VINING - MB 0006	265	236	89.06		96	3	0	1	134	1					
06 LEE VINING - MB - Vote by Ma	265	0	0.00		0	0	0	0	0	0					
06 LEE VINING - MB - Provisional	265	0	0.00		0	0	0	0	0	0					
07 LONG VALLEY 0007	748	372	49.73		158	1	1	7	204	2					
07 LONG VALLEY - Vote by Mail	748	241	32.22		98	1	2	2	136	1					
07 LONG VALLEY - Provisional	748	0	0.00		0	0	0	0	0	0					
08 MAMMOTH MEADOW 0008	850	376	44.24		122	2	1	1	239	4					
08 MAMMOTH MEADOW - Vote b	850	291	34.24		111	0	0	4	167	4					
08 MAMMOTH MEADOW - Provis	850	0	0.00		0	0	0	0	0	0					
09 MAMMOTH MINARET 0009	656	280	42.68		90	0	0	3	183	2					
09 MAMMOTH MINARET - Vote b	656	246	37.50		112	0	0	2	129	1					
09 MAMMOTH MINARET - Provis	656	0	0.00		0	0	0	0	0	0					
10 MAMMOTH PINECREST 001	287	161	56.10		48	0	0	1	108	2					
10 MAMMOTH PINECREST - Vote	287	70	24.39		18	0	0	0	52	0					
10 MAMMOTH PINECREST - Pro	287	0	0.00		0	0	0	0	0	0					
11 SWALL MEADOWS - MB 001	285	263	92.28		80	0	0	5	175	0					
11 SWALL MEADOWS - MB - Vote	285	0	0.00		0	0	0	0	0	0					
11 SWALL MEADOWS - MB - Pro	285	0	0.00		0	0	0	0	0	0					
12 MAMMOTH VIEW 0012	1131	588	51.99		172	1	2	1	405	5					
12 MAMMOTH VIEW - Vote by M	1131	288	25.46		97	0	3	2	176	2					
12 MAMMOTH VIEW - Provisional	1131	0	0.00		0	0	0	0	0	0					
13 OLD MAMMOTH 0013	575	266	46.26		86	2	1	1	172	3					
13 OLD MAMMOTH - Vote by Ma	575	198	34.43		70	0	0	0	125	2					
13 OLD MAMMOTH - Provisional	575	0	0.00		0	0	0	0	0	0					
Precinct Totals	6869	3725	54.23		1550	13	10	34	2057	30					
Vote by Mail Totals	6869	1896	27.60		804	2	6	17	1036	12					
Provisional Totals	6869	0	0.00		0	0	0	0	0	0					
Grand Totals	6869	5621	81.83		2354	15	16	51	3093	42					
CALIFORNIA	6869	5621	81.83		2354	15	16	51	3093	42					
25TH CONGRESSIONAL DISTRI	6869	5621	81.83		2354	15	16	51	3093	42					
1st STATE SENATE DISTRICT	6869	5621	81.83		2354	15	16	51	3093	42					
25TH ASSEMBLY DISTRICT	6869	5621	81.83		2354	15	16	51	3093	42					
2nd	6869	5621	81.83		2354	15	16	51	3093	42					
1st SUPERVISOR DISTRICT	1131	876	77.45		269	1	5	3	581	7					
2nd SUPERVISOR DISTRICT	1636	1353	82.70		602	5	8	20	699	9					
3rd SUPERVISOR DISTRICT	1343	1120	83.40		434	1	0	11	658	7					
4th SUPERVISOR DISTRICT	1334	1141	85.53		660	4	1	11	452	6					
5th SUPERVISOR DISTRICT	1425	1131	79.37		389	4	2	6	703	13					
MONO COUNTY	6869	5621	81.83		2354	15	16	51	3093	42					
TOWN OF MAMMOTH LAKES	3499	2764	78.99		926	5	7	15	1758	25					

		NON PARTISAN CONGRESS 25TH													
100003															
		Registration	Ballots Cast	Turnout (%)		HOWARD P. "BUCK" MCKEON	JACKIE CONAWAY								
01 ANTELOPE 0001		605	312	51.57		200	97								
01 ANTELOPE - Vote by Mail		605	192	31.74		113	61								
01 ANTELOPE - Provisional		605	0	0.00		0	0								
02 BENTON - MB 0002		202	155	76.73		89	57								
02 BENTON - MB - Vote by Mail		202	0	0.00		0	0								
02 BENTON - MB - Provisional		202	0	0.00		0	0								
03 BRIDGEPORT 0003		464	215	46.34		161	44								
03 BRIDGEPORT - Vote by Mail		464	186	40.09		126	48								
03 BRIDGEPORT - Provisional		464	0	0.00		0	0								
04 CHALFANT VALLEY - MB 0004		401	322	80.30		157	127								
04 CHALFANT VALLEY - MB - Vote by Mail		401	0	0.00		0	0								
04 CHALFANT VALLEY - MB - Provisional		401	0	0.00		0	0								
05 JUNE LAKE 0005		400	179	44.75		105	65								
05 JUNE LAKE - Vote by Mail		400	184	46.00		102	71								
05 JUNE LAKE - Provisional		400	0	0.00		0	0								
06 LEE VINING - MB 0006		265	236	89.06		112	103								
06 LEE VINING - MB - Vote by Mail		265	0	0.00		0	0								
06 LEE VINING - MB - Provisional		265	0	0.00		0	0								
07 LONG VALLEY 0007		748	372	49.73		205	143								
07 LONG VALLEY - Vote by Mail		748	241	32.22		124	97								
07 LONG VALLEY - Provisional		748	0	0.00		0	0								
08 MAMMOTH MEADOW 0008		850	376	44.24		170	163								
08 MAMMOTH MEADOW - Vote by Mail		850	291	34.24		150	114								
08 MAMMOTH MEADOW - Provisional		850	0	0.00		0	0								
09 MAMMOTH MINARET 0009		656	280	42.68		119	144								
09 MAMMOTH MINARET - Vote by Mail		656	246	37.50		138	91								
09 MAMMOTH MINARET - Provisional		656	0	0.00		0	0								
10 MAMMOTH PINECREST 0010		287	161	56.10		60	89								
10 MAMMOTH PINECREST - Vote by Mail		287	70	24.39		27	38								
10 MAMMOTH PINECREST - Provisional		287	0	0.00		0	0								
11 SWALL MEADOWS - MB 0011		285	263	92.28		104	140								
11 SWALL MEADOWS - MB - Vote by Mail		285	0	0.00		0	0								
11 SWALL MEADOWS - MB - Provisional		285	0	0.00		0	0								
12 MAMMOTH VIEW 0012		1131	588	51.99		250	287								
12 MAMMOTH VIEW - Vote by Mail		1131	288	25.46		123	141								
12 MAMMOTH VIEW - Provisional		1131	0	0.00		0	0								
13 OLD MAMMOTH 0013		575	266	46.26		116	118								
13 OLD MAMMOTH - Vote by Mail		575	198	34.43		99	83								
13 OLD MAMMOTH - Provisional		575	0	0.00		0	0								
Precinct Totals		6869	3725	54.23		1848	1577								
Vote by Mail Totals		6869	1896	27.60		1002	744								
Provisional Totals		6869	0	0.00		0	0								
Grand Totals		6869	5621	81.83		2850	2321								
CALIFORNIA		6869	5621	81.83		2850	2321								
25TH CONGRESSIONAL DISTRICT		6869	5621	81.83		2850	2321								
1st STATE SENATE DISTRICT		6869	5621	81.83		2850	2321								
25TH ASSEMBLY DISTRICT		6869	5621	81.83		2850	2321								
2nd		6869	5621	81.83		2850	2321								
1st SUPERVISOR DISTRICT		1131	676	77.45		373	428								
2nd SUPERVISOR DISTRICT		1636	1353	82.70		679	564								
3rd SUPERVISOR DISTRICT		1343	1120	83.40		551	498								
4th SUPERVISOR DISTRICT		1334	1141	85.53		712	353								
5th SUPERVISOR DISTRICT		1425	1131	79.37		535	478								
MONO COUNTY		6869	5621	81.83		2850	2321								
TOWN OF MAMMOTH LAKES		3499	2764	78.99		1252	1268								

[illegible]

[illegible]

MONO COUNTY Statement of Vote
CONSOLIDATED GENERAL ELECTION

140008	CALIFORNIA															
	Registration	Ballots Cast	Turnout (%)		PROP 1 A YES	NO		PROP 2 YES	NO		PROP 3 YES	NO		PROP 4 YES	NO	
01 ANTELOPE 0001	605	312	51.57		96	205		148	154		136	163		180	124	
01 ANTELOPE - Vote by Mail	605	192	31.74		42	140		93	91		61	121		94	90	
01 ANTELOPE - Provisional	605	0	0.00		0	0		0	0		0	0		0	0	
02 BENTON - MB 0002	202	155	76.73		53	94		75	76		60	88		74	75	
02 BENTON - MB - Vote by Mail	202	0	0.00		0	0		0	0		0	0		0	0	
02 BENTON - MB - Provisional	202	0	0.00		0	0		0	0		0	0		0	0	
03 BRIDGEPORT 0003	464	215	46.34		56	149		86	120		85	118		109	100	
03 BRIDGEPORT - Vote by Mail	464	186	40.09		49	130		85	95		69	110		94	86	
03 BRIDGEPORT - Provisional	464	0	0.00		0	0		0	0		0	0		0	0	
04 CHALFANT VALLEY - MB 00	401	322	80.30		86	219		173	137		107	203		144	168	
04 CHALFANT VALLEY - MB - Vc	401	0	0.00		0	0		0	0		0	0		0	0	
04 CHALFANT VALLEY - MB - Pr	401	0	0.00		0	0		0	0		0	0		0	0	
05 JUNE LAKE 0005	400	179	44.75		74	94		94	78		72	93		77	82	
05 JUNE LAKE - Vote by Mail	400	184	46.00		78	97		90	88		79	94		68	107	
05 JUNE LAKE - Provisional	400	0	0.00		0	0		0	0		0	0		0	0	
06 LEE VINING - MB 0006	265	236	89.06		95	126		139	87		99	118		67	153	
06 LEE VINING - MB - Vote by Mail	265	0	0.00		0	0		0	0		0	0		0	0	
06 LEE VINING - MB - Provisional	265	0	0.00		0	0		0	0		0	0		0	0	
07 LONG VALLEY 0007	748	372	49.73		120	235		189	163		133	216		142	208	
07 LONG VALLEY - Vote by Mail	748	241	32.22		103	123		128	101		102	122		91	140	
07 LONG VALLEY - Provisional	748	0	0.00		0	0		0	0		0	0		0	0	
08 MAMMOTH MEADOW 0008	850	376	44.24		167	185		241	110		165	181		130	224	
08 MAMMOTH MEADOW - Vote by Mail	850	291	34.24		123	150		159	118		131	143		102	174	
08 MAMMOTH MEADOW - Provisional	850	0	0.00		0	0		0	0		0	0		0	0	
09 MAMMOTH MINARET 0009	656	280	42.68		131	134		165	102		118	141		82	184	
09 MAMMOTH MINARET - Vote by Mail	656	246	37.50		87	147		129	105		84	147		67	166	
09 MAMMOTH MINARET - Provisional	656	0	0.00		0	0		0	0		0	0		0	0	
10 MAMMOTH PINECREST 001	287	161	56.10		68	86		100	53		61	87		49	106	
10 MAMMOTH PINECREST - Vote by Mail	287	70	24.39		31	38		48	19		30	39		25	43	
10 MAMMOTH PINECREST - Provisional	287	0	0.00		0	0		0	0		0	0		0	0	
11 SWALL MEADOWS - MB 001	285	263	92.28		99	151		177	79		104	146		68	189	
11 SWALL MEADOWS - MB - Vote by Mail	285	0	0.00		0	0		0	0		0	0		0	0	
11 SWALL MEADOWS - MB - Provisional	285	0	0.00		0	0		0	0		0	0		0	0	
12 MAMMOTH VIEW 0012	1131	588	51.99		290	250		346	200		285	250		195	352	
12 MAMMOTH VIEW - Vote by Mail	1131	288	25.46		139	132		167	111		113	151		96	178	
12 MAMMOTH VIEW - Provisional	1131	0	0.00		0	0		0	0		0	0		0	0	
13 OLD MAMMOTH 0013	575	266	46.26		110	131		153	87		102	134		98	147	
13 OLD MAMMOTH - Vote by Mail	575	198	34.43		84	100		115	68		75	104		73	112	
13 OLD MAMMOTH - Provisional	575	0	0.00		0	0		0	0		0	0		0	0	
Precinct Totals	6869	3725	54.23		1447	2059		2086	1446		1527	1938		1415	2122	
Vote by Mail Totals	6869	1696	27.60		736	1057		1014	796		744	1031		710	1096	
Provisional Totals	6869	0	0.00		0	0		0	0		0	0		0	0	
Grand Totals	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218	
CALIFORNIA	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218	
25TH CONGRESSIONAL DISTRICT	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218	
1st STATE SENATE DISTRICT	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218	
25TH ASSEMBLY DISTRICT	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218	
2nd	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218	
1st SUPERVISOR DISTRICT	1131	876	77.45		429	382		513	311		398	401		291	530	
2nd SUPERVISOR DISTRICT	1636	1353	82.70		461	822		742	556		506	775		519	780	
3rd SUPERVISOR DISTRICT	1343	1120	83.40		469	596		626	445		444	601		368	698	
4th SUPERVISOR DISTRICT	1334	1141	85.53		340	750		551	547		450	630		544	553	
5th SUPERVISOR DISTRICT	1425	1131	79.37		484	566		668	383		473	562		403	657	
MONO COUNTY	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218	
TOWN OF MAMMOTH LAKES	3499	2764	78.99		1230	1353		1623	973		1164	1377		917	1686	

MONO COUNTY Statement of Vote
CONSOLIDATED GENERAL ELECTION

140008	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		PROP 1 A				PROP 2				PROP 3		PROP 4
					YES	NO			YES	NO			YES	NO	YES
01 ANTELOPE 0001	605	312	51.57		96	205			148	154			136	163	180
01 ANTELOPE - Vote by Mail	605	192	31.74		42	140			93	91			61	121	94
01 ANTELOPE - Provisional	605	0	0.00		0	0			0	0			0	0	0
02 BENTON - MB 0002	202	155	76.73		53	94			75	76			60	88	74
02 BENTON - MB - Vote by Mail	202	0	0.00		0	0			0	0			0	0	0
02 BENTON - MB - Provisional	202	0	0.00		0	0			0	0			0	0	0
03 BRIDGEPORT 0003	464	215	46.34		58	149			86	120			85	118	109
03 BRIDGEPORT - Vote by Mail	464	186	40.09		49	130			85	95			69	110	94
03 BRIDGEPORT - Provisional	464	0	0.00		0	0			0	0			0	0	0
04 CHALFANT VALLEY - MB 0004	401	322	80.30		86	219			173	137			107	203	144
04 CHALFANT VALLEY - MB - Vote by Mail	401	0	0.00		0	0			0	0			0	0	0
04 CHALFANT VALLEY - MB - Provisional	401	0	0.00		0	0			0	0			0	0	0
05 JUNE LAKE 0005	400	179	44.75		74	94			94	78			72	93	77
05 JUNE LAKE - Vote by Mail	400	184	46.00		78	97			90	88			79	94	68
05 JUNE LAKE - Provisional	400	0	0.00		0	0			0	0			0	0	0
06 LEE VINING - MB 0006	265	236	89.06		95	126			139	87			99	118	67
06 LEE VINING - MB - Vote by Mail	265	0	0.00		0	0			0	0			0	0	0
06 LEE VINING - MB - Provisional	265	0	0.00		0	0			0	0			0	0	0
07 LONG VALLEY 0007	748	372	49.73		120	235			189	163			133	216	142
07 LONG VALLEY - Vote by Mail	748	241	32.22		103	123			128	101			102	122	91
07 LONG VALLEY - Provisional	748	0	0.00		0	0			0	0			0	0	0
08 MAMMOTH MEADOW 0008	850	376	44.24		167	185			241	110			165	181	130
08 MAMMOTH MEADOW - Vote by Mail	850	291	34.24		123	150			159	118			131	143	102
08 MAMMOTH MEADOW - Provisional	850	0	0.00		0	0			0	0			0	0	0
09 MAMMOTH MINARET 0009	656	280	42.68		131	134			165	102			118	141	82
09 MAMMOTH MINARET - Vote by Mail	656	246	37.50		87	147			129	105			84	147	67
09 MAMMOTH MINARET - Provisional	656	0	0.00		0	0			0	0			0	0	0
10 MAMMOTH PINECREST 0010	287	161	56.10		68	86			100	53			61	87	49
10 MAMMOTH PINECREST - Vote by Mail	287	70	24.39		31	38			48	19			30	39	25
10 MAMMOTH PINECREST - Provisional	287	0	0.00		0	0			0	0			0	0	0
11 SWALL MEADOWS - MB 0011	285	263	92.28		99	151			177	79			104	145	68
11 SWALL MEADOWS - MB - Vote by Mail	285	0	0.00		0	0			0	0			0	0	0
11 SWALL MEADOWS - MB - Provisional	285	0	0.00		0	0			0	0			0	0	0
12 MAMMOTH VIEW 0012	1131	588	51.99		290	250			346	200			285	250	195
12 MAMMOTH VIEW - Vote by Mail	1131	288	25.46		139	132			167	111			113	151	96
12 MAMMOTH VIEW - Provisional	1131	0	0.00		0	0			0	0			0	0	0
13 OLD MAMMOTH 0013	575	266	46.26		110	131			153	87			102	134	98
13 OLD MAMMOTH - Vote by Mail	575	198	34.43		84	100			115	68			75	104	73
13 OLD MAMMOTH - Provisional	575	0	0.00		0	0			0	0			0	0	0
Precinct Totals	6869	3725	54.23		1447	2059			2086	1446			1527	1938	1415
Vote by Mail Totals	6869	1896	27.60		736	1057			1014	796			744	1031	710
Provisional Totals	6869	0	0.00		0	0			0	0			0	0	0
Grand Totals	6869	5621	81.83		2183	3116			3100	2242			2271	2969	2125
CALIFORNIA	6869	5621	81.83		2183	3116			3100	2242			2271	2969	2125
25TH CONGRESSIONAL DISTRICT	6869	5621	81.83		2183	3116			3100	2242			2271	2969	2125
1st STATE SENATE DISTRICT	6869	5621	81.83		2183	3116			3100	2242			2271	2969	2125
25TH ASSEMBLY DISTRICT	6869	5621	81.83		2183	3116			3100	2242			2271	2969	2125
2nd	6869	5621	81.83		2183	3116			3100	2242			2271	2969	2125
1st SUPERVISOR DISTRICT	1131	876	77.45		429	382			513	311			398	401	291
2nd SUPERVISOR DISTRICT	1636	1353	82.70		461	822			742	556			506	775	519
3rd SUPERVISOR DISTRICT	1343	1120	83.40		469	596			626	445			444	601	368
4th SUPERVISOR DISTRICT	1334	1141	85.53		340	750			551	547			450	630	544
5th SUPERVISOR DISTRICT	1425	1131	79.37		484	566			668	383			473	562	403
MONO COUNTY	6869	5621	81.83		2183	3116			3100	2242			2271	2969	2125
TOWN OF MAMMOTH LAKES	3499	2764	78.99		1230	1353			1623	973			1164	1377	917

MONO COUNTY Statement of Vote
CONSOLIDATED GENERAL ELECTION

140008	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		PROP 1A YES	NO		PROP 2 YES	NO		PROP 3 YES	NO		PROP 4 YES	NO
01 ANTELOPE 0001	605	312	51.57		96	205		148	154		136	163		180	124
01 ANTELOPE - Vote by Mail	605	192	31.74		42	140		93	91		61	121		94	90
01 ANTELOPE - Provisional	605	0	0.00		0	0		0	0		0	0		0	0
02 BENTON - MB 0002	202	155	76.73		53	94		75	76		60	88		74	75
02 BENTON - MB - Vote by Mail	202	0	0.00		0	0		0	0		0	0		0	0
02 BENTON - MB - Provisional	202	0	0.00		0	0		0	0		0	0		0	0
03 BRIDGEPORT 0003	464	215	46.34		58	149		86	120		85	118		109	100
03 BRIDGEPORT - Vote by Mail	464	186	40.09		49	130		85	95		69	110		94	86
03 BRIDGEPORT - Provisional	464	0	0.00		0	0		0	0		0	0		0	0
04 CHALFANT VALLEY - MB 0004	401	322	80.30		86	219		173	137		107	203		144	168
04 CHALFANT VALLEY - MB - Vote by Mail	401	0	0.00		0	0		0	0		0	0		0	0
04 CHALFANT VALLEY - MB - Provisional	401	0	0.00		0	0		0	0		0	0		0	0
05 JUNE LAKE 0005	400	179	44.75		74	94		94	78		72	93		77	92
05 JUNE LAKE - Vote by Mail	400	184	46.00		78	97		90	88		79	94		68	107
05 JUNE LAKE - Provisional	400	0	0.00		0	0		0	0		0	0		0	0
06 LEE VINING - MB 0006	265	236	89.06		95	126		139	87		99	118		67	153
06 LEE VINING - MB - Vote by Mail	265	0	0.00		0	0		0	0		0	0		0	0
06 LEE VINING - MB - Provisional	265	0	0.00		0	0		0	0		0	0		0	0
07 LONG VALLEY 0007	748	372	49.73		120	235		189	163		133	216		142	208
07 LONG VALLEY - Vote by Mail	748	241	32.22		103	123		128	101		102	122		91	140
07 LONG VALLEY - Provisional	748	0	0.00		0	0		0	0		0	0		0	0
08 MAMMOTH MEADOW 0008	850	376	44.24		167	185		241	110		165	181		130	224
08 MAMMOTH MEADOW - Vote by Mail	850	291	34.24		123	150		159	118		131	143		102	174
08 MAMMOTH MEADOW - Provisional	850	0	0.00		0	0		0	0		0	0		0	0
09 MAMMOTH MINARET 0009	656	280	42.68		131	134		165	102		118	141		82	184
09 MAMMOTH MINARET - Vote by Mail	656	246	37.50		87	147		129	105		84	147		67	166
09 MAMMOTH MINARET - Provisional	656	0	0.00		0	0		0	0		0	0		0	0
10 MAMMOTH PINECREST 0010	287	161	56.10		68	88		100	53		61	87		49	106
10 MAMMOTH PINECREST - Vote by Mail	287	70	24.39		31	38		48	19		30	39		25	43
10 MAMMOTH PINECREST - Provisional	287	0	0.00		0	0		0	0		0	0		0	0
11 SWALL MEADOWS - MB 0011	285	263	92.28		99	151		177	79		104	146		68	189
11 SWALL MEADOWS - MB - Vote by Mail	285	0	0.00		0	0		0	0		0	0		0	0
11 SWALL MEADOWS - MB - Provisional	285	0	0.00		0	0		0	0		0	0		0	0
12 MAMMOTH VIEW 0012	1131	588	51.99		290	250		346	200		285	250		195	352
12 MAMMOTH VIEW - Vote by Mail	1131	288	25.46		139	132		167	111		113	151		96	178
12 MAMMOTH VIEW - Provisional	1131	0	0.00		0	0		0	0		0	0		0	0
13 OLD MAMMOTH 0013	575	266	46.26		110	131		153	87		102	134		98	147
13 OLD MAMMOTH - Vote by Mail	575	198	34.43		84	100		115	68		75	104		73	112
13 OLD MAMMOTH - Provisional	575	0	0.00		0	0		0	0		0	0		0	0
Precinct Totals	6869	3725	54.23		1447	2059		2086	1446		1527	1938		1415	2122
Vote by Mail Totals	6869	1896	27.60		736	1057		1014	796		744	1031		710	1096
Provisional Totals	6869	0	0.00		0	0		0	0		0	0		0	0
Grand Totals	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218
CALIFORNIA	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218
25TH CONGRESSIONAL DISTRICT	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218
1st STATE SENATE DISTRICT	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218
25TH ASSEMBLY DISTRICT	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218
2nd	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218
1st SUPERVISOR DISTRICT	1131	876	77.45		429	382		513	311		398	401		291	530
2nd SUPERVISOR DISTRICT	1636	1353	82.70		461	822		742	556		506	775		519	780
3rd SUPERVISOR DISTRICT	1343	1120	83.40		469	596		626	445		444	601		368	698
4th SUPERVISOR DISTRICT	1334	1141	85.53		340	750		551	547		450	630		544	553
5th SUPERVISOR DISTRICT	1425	1131	79.37		484	566		668	383		473	562		403	657
MONO COUNTY	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218
TOWN OF MAMMOTH LAKES	3499	2764	78.99		1230	1353		1623	973		1164	1377		917	1686

MONO COUNTY Statement of Vote
CONSOLIDATED GENERAL ELECTION

140008	CALIFORNIA															
	Registration	Ballots Cast	Turnout (%)		PROP 1 A YES	NO		PROP 2 YES	NO		PROP 3 YES	NO		PROP 4 YES	NO	
01 ANTELOPE 0001	605	312	51.57		96	205		148	154		136	163		180	124	
01 ANTELOPE - Vote by Mail	605	192	31.74		42	140		93	91		61	121		94	90	
01 ANTELOPE - Provisional	605	0	0.00		0	0		0	0		0	0		0	0	
02 BENTON - MB 0002	202	155	76.73		53	94		75	76		60	88		74	75	
02 BENTON - MB - Vote by Mail	202	0	0.00		0	0		0	0		0	0		0	0	
02 BENTON - MB - Provisional	202	0	0.00		0	0		0	0		0	0		0	0	
03 BRIDGEPORT 0003	464	215	46.34		58	149		86	120		85	118		109	100	
03 BRIDGEPORT - Vote by Mail	464	186	40.09		49	130		85	95		69	110		94	86	
03 BRIDGEPORT - Provisional	464	0	0.00		0	0		0	0		0	0		0	0	
04 CHALFANT VALLEY - MB 0004	401	322	80.30		86	219		173	137		107	203		144	168	
04 CHALFANT VALLEY - MB - Vote by Mail	401	0	0.00		0	0		0	0		0	0		0	0	
04 CHALFANT VALLEY - MB - Provisional	401	0	0.00		0	0		0	0		0	0		0	0	
05 JUNE LAKE 0005	400	179	44.75		74	94		94	78		72	93		77	92	
05 JUNE LAKE - Vote by Mail	400	184	46.00		78	97		90	88		79	94		68	107	
05 JUNE LAKE - Provisional	400	0	0.00		0	0		0	0		0	0		0	0	
06 LEE VINING - MB 0006	265	236	89.06		95	126		139	87		99	118		67	153	
06 LEE VINING - MB - Vote by Mail	265	0	0.00		0	0		0	0		0	0		0	0	
06 LEE VINING - MB - Provisional	265	0	0.00		0	0		0	0		0	0		0	0	
07 LONG VALLEY 0007	748	372	49.73		120	235		189	163		133	216		142	208	
07 LONG VALLEY - Vote by Mail	748	241	32.22		103	123		128	101		102	122		91	140	
07 LONG VALLEY - Provisional	748	0	0.00		0	0		0	0		0	0		0	0	
08 MAMMOTH MEADOW 0008	850	376	44.24		167	185		241	110		165	181		130	224	
08 MAMMOTH MEADOW - Vote by Mail	850	291	34.24		123	150		159	118		131	143		102	174	
08 MAMMOTH MEADOW - Provisional	850	0	0.00		0	0		0	0		0	0		0	0	
09 MAMMOTH MINARET 0009	656	280	42.68		131	134		165	102		118	141		82	184	
09 MAMMOTH MINARET - Vote by Mail	656	246	37.50		87	147		129	105		84	147		67	166	
09 MAMMOTH MINARET - Provisional	656	0	0.00		0	0		0	0		0	0		0	0	
10 MAMMOTH PINECREST 0010	287	161	56.10		68	86		100	53		61	87		49	106	
10 MAMMOTH PINECREST - Vote by Mail	287	70	24.39		31	38		48	19		30	39		25	43	
10 MAMMOTH PINECREST - Provisional	287	0	0.00		0	0		0	0		0	0		0	0	
11 SWALL MEADOWS - MB 0011	285	263	92.26		99	151		177	79		104	146		68	189	
11 SWALL MEADOWS - MB - Vote by Mail	285	0	0.00		0	0		0	0		0	0		0	0	
11 SWALL MEADOWS - MB - Provisional	285	0	0.00		0	0		0	0		0	0		0	0	
12 MAMMOTH VIEW 0012	1131	588	51.99		290	250		346	200		285	250		195	352	
12 MAMMOTH VIEW - Vote by Mail	1131	288	25.46		139	132		167	111		113	151		96	178	
12 MAMMOTH VIEW - Provisional	1131	0	0.00		0	0		0	0		0	0		0	0	
13 OLD MAMMOTH 0013	575	266	46.26		110	131		153	87		102	134		98	147	
13 OLD MAMMOTH - Vote by Mail	575	198	34.43		84	100		115	68		75	104		73	112	
13 OLD MAMMOTH - Provisional	575	0	0.00		0	0		0	0		0	0		0	0	
Precinct Totals	6869	3725	54.23		1447	2059		2086	1446		1527	1938		1415	2122	
Vote by Mail Totals	6869	1896	27.60		736	1057		1014	796		744	1031		710	1096	
Provisional Totals	6869	0	0.00		0	0		0	0		0	0		0	0	
Grand Totals	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218	
CALIFORNIA	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218	
25TH CONGRESSIONAL DISTRICT	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218	
1st STATE SENATE DISTRICT	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218	
25TH ASSEMBLY DISTRICT	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218	
2nd	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218	
1st SUPERVISOR DISTRICT	1131	876	77.45		429	382		513	311		398	401		291	530	
2nd SUPERVISOR DISTRICT	1636	1353	82.70		461	822		742	556		506	775		519	780	
3rd SUPERVISOR DISTRICT	1343	1120	83.40		469	596		626	445		444	601		368	698	
4th SUPERVISOR DISTRICT	1334	1141	85.53		340	750		551	547		450	630		544	553	
5th SUPERVISOR DISTRICT	1425	1131	79.37		484	568		668	383		473	562		403	657	
MONO COUNTY	6869	5621	81.83		2183	3116		3100	2242		2271	2969		2125	3218	
TOWN OF MAMMOTH LAKES	3499	2764	78.99		1230	1353		1623	973		1164	1377		917	1686	

MONO COUNTY Statement of Vote
CONSOLIDATED GENERAL ELECTION

140012	CALIFORNIA															
	Registration	Ballots Cast	Turnout (%)		PROP 5 YES	NO		PROP 6 YES	NO		PROP 7 YES	NO		PROP 8 YES	NO	
01 ANTELOPE 0001	605	312	51.57		107	189		124	172		119	180		209	96	
01 ANTELOPE - Vote by Mail	605	192	31.74		56	126		53	125		82	100		112	74	
01 ANTELOPE - Provisional	605	0	0.00		0	0		0	0		0	0		0	0	
02 BENTON - MB 0002	202	155	76.73		54	96		40	107		62	87		86	66	
02 BENTON - MB - Vote by Mail	202	0	0.00		0	0		0	0		0	0		0	0	
02 BENTON - MB - Provisional	202	0	0.00		0	0		0	0		0	0		0	0	
03 BRIDGEPORT 0003	464	215	46.34		62	143		61	144		67	134		146	64	
03 BRIDGEPORT - Vote by Mail	464	186	40.09		60	117		49	128		63	113		115	65	
03 BRIDGEPORT - Provisional	464	0	0.00		0	0		0	0		0	0		0	0	
04 CHALFANT VALLEY - MB 0004	401	322	80.30		107	203		83	225		108	198		206	108	
04 CHALFANT VALLEY - MB - Vote by Mail	401	0	0.00		0	0		0	0		0	0		0	0	
04 CHALFANT VALLEY - MB - Provisional	401	0	0.00		0	0		0	0		0	0		0	0	
05 JUNE LAKE 0005	400	179	44.75		84	83		34	130		65	105		87	86	
05 JUNE LAKE - Vote by Mail	400	184	46.00		67	108		43	129		69	109		93	86	
05 JUNE LAKE - Provisional	400	0	0.00		0	0		0	0		0	0		0	0	
06 LEE VINING - MB 0006	265	236	89.06		102	118		38	180		101	118		91	136	
06 LEE VINING - MB - Vote by Mail	265	0	0.00		0	0		0	0		0	0		0	0	
06 LEE VINING - MB - Provisional	265	0	0.00		0	0		0	0		0	0		0	0	
07 LONG VALLEY 0007	748	372	49.73		129	224		110	240		156	196		162	203	
07 LONG VALLEY - Vote by Mail	748	241	32.22		92	135		73	152		96	134		103	129	
07 LONG VALLEY - Provisional	748	0	0.00		0	0		0	0		0	0		0	0	
08 MAMMOTH MEADOW 0008	850	376	44.24		182	166		95	243		207	140		125	242	
08 MAMMOTH MEADOW - Vote by Mail	850	291	34.24		110	164		63	203		139	135		118	166	
08 MAMMOTH MEADOW - Provisional	850	0	0.00		0	0		0	0		0	0		0	0	
09 MAMMOTH MINARET 0009	656	280	42.68		123	145		55	201		147	119		80	195	
09 MAMMOTH MINARET - Vote by Mail	656	246	37.50		103	128		55	173		95	135		103	137	
09 MAMMOTH MINARET - Provisional	656	0	0.00		0	0		0	0		0	0		0	0	
10 MAMMOTH PINECREST 0010	287	161	56.10		81	70		26	125		93	63		37	121	
10 MAMMOTH PINECREST - Vote by Mail	287	70	24.39		29	40		8	58		31	38		21	49	
10 MAMMOTH PINECREST - Provisional	287	0	0.00		0	0		0	0		0	0		0	0	
11 SWALL MEADOWS - MB 0011	285	263	92.28		125	130		63	187		86	165		76	183	
11 SWALL MEADOWS - MB - Vote by Mail	285	0	0.00		0	0		0	0		0	0		0	0	
11 SWALL MEADOWS - MB - Provisional	285	0	0.00		0	0		0	0		0	0		0	0	
12 MAMMOTH VIEW 0012	1131	588	51.99		301	249		124	399		301	242		195	374	
12 MAMMOTH VIEW - Vote by Mail	1131	288	25.46		121	143		59	204		153	126		96	184	
12 MAMMOTH VIEW - Provisional	1131	0	0.00		0	0		0	0		0	0		0	0	
13 OLD MAMMOTH 0013	575	266	46.26		122	112		48	177		145	96		97	161	
13 OLD MAMMOTH - Vote by Mail	575	198	34.43		86	99		37	140		89	95		67	121	
13 OLD MAMMOTH - Provisional	575	0	0.00		0	0		0	0		0	0		0	0	
Precinct Totals	6869	3725	54.23		1579	1928		901	2530		1657	1843		1597	2039	
Vote by Mail Totals	6869	1896	27.60		724	1060		440	1312		817	985		828	1011	
Provisional Totals	6869	0	0.00		0	0		0	0		0	0		0	0	
Grand Totals	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050	
CALIFORNIA	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050	
25TH CONGRESSIONAL DISTRICT	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050	
1st STATE SENATE DISTRICT	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050	
25TH ASSEMBLY DISTRICT	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050	
2nd	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050	
1st SUPERVISOR DISTRICT	1131	876	77.45		422	392		183	603		454	368		291	558	
2nd SUPERVISOR DISTRICT	1636	1353	82.70		507	788		369	911		508	780		633	689	
3rd SUPERVISOR DISTRICT	1343	1120	83.40		487	574		221	816		500	569		421	676	
4th SUPERVISOR DISTRICT	1334	1141	85.53		387	693		325	749		432	645		673	437	
5th SUPERVISOR DISTRICT	1425	1131	79.37		500	541		243	763		580	466		407	690	
MONO COUNTY	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050	
TOWN OF MAMMOTH LAKES	3499	2764	78.99		1258	1316		570	1923		1400	1189		939	1750	

MONO COUNTY Statement of Vote
CONSOLIDATED GENERAL ELECTION

140012	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		PROP 5 YES	NO		PROP 6 YES	NO		PROP 7 YES	NO		PROP 8 YES	NO
01 ANTELOPE 0001	605	312	51.57		107	189		124	172		119	180		209	96
01 ANTELOPE - Vote by Mail	605	192	31.74		56	126		53	125		82	100		112	74
01 ANTELOPE - Provisional	605	0	0.00		0	0		0	0		0	0		0	0
02 BENTON - MB 0002	202	155	76.73		54	96		40	107		62	87		86	66
02 BENTON - MB - Vote by Mail	202	0	0.00		0	0		0	0		0	0		0	0
02 BENTON - MB - Provisional	202	0	0.00		0	0		0	0		0	0		0	0
03 BRIDGEPORT 0003	464	215	46.34		62	143		61	144		67	134		146	64
03 BRIDGEPORT - Vote by Mail	464	186	40.09		60	117		49	128		63	113		115	65
03 BRIDGEPORT - Provisional	464	0	0.00		0	0		0	0		0	0		0	0
04 CHALFANT VALLEY - MB 0004	401	322	80.30		107	203		83	225		108	198		206	108
04 CHALFANT VALLEY - MB - Vote by Mail	401	0	0.00		0	0		0	0		0	0		0	0
04 CHALFANT VALLEY - MB - Provisional	401	0	0.00		0	0		0	0		0	0		0	0
05 JUNE LAKE 0005	400	179	44.75		84	83		34	130		65	105		87	88
05 JUNE LAKE - Vote by Mail	400	184	46.00		67	108		43	129		69	109		93	86
05 JUNE LAKE - Provisional	400	0	0.00		0	0		0	0		0	0		0	0
06 LEE VINING - MB 0006	265	236	89.06		102	118		38	180		101	118		91	138
06 LEE VINING - MB - Vote by Mail	265	0	0.00		0	0		0	0		0	0		0	0
06 LEE VINING - MB - Provisional	265	0	0.00		0	0		0	0		0	0		0	0
07 LONG VALLEY 0007	748	372	49.73		129	224		110	240		156	196		162	203
07 LONG VALLEY - Vote by Mail	748	241	32.22		92	135		73	152		96	134		103	129
07 LONG VALLEY - Provisional	748	0	0.00		0	0		0	0		0	0		0	0
08 MAMMOTH MEADOW 0008	850	376	44.24		182	166		95	243		207	140		125	242
08 MAMMOTH MEADOW - Vote by Mail	850	291	34.24		110	164		63	203		139	135		118	166
08 MAMMOTH MEADOW - Provisional	850	0	0.00		0	0		0	0		0	0		0	0
09 MAMMOTH MINARET 0009	656	280	42.68		123	145		55	201		147	119		80	195
09 MAMMOTH MINARET - Vote by Mail	656	246	37.50		103	128		55	173		95	135		103	137
09 MAMMOTH MINARET - Provisional	656	0	0.00		0	0		0	0		0	0		0	0
10 MAMMOTH PINECREST 0010	287	161	56.10		81	70		26	125		93	63		37	121
10 MAMMOTH PINECREST - Vote by Mail	287	70	24.39		29	40		8	58		31	38		21	49
10 MAMMOTH PINECREST - Provisional	287	0	0.00		0	0		0	0		0	0		0	0
11 SWALL MEADOWS - MB 0011	285	263	92.28		125	130		63	187		86	165		76	183
11 SWALL MEADOWS - MB - Vote by Mail	285	0	0.00		0	0		0	0		0	0		0	0
11 SWALL MEADOWS - MB - Provisional	285	0	0.00		0	0		0	0		0	0		0	0
12 MAMMOTH VIEW 0012	1131	588	51.99		301	249		124	399		301	242		195	374
12 MAMMOTH VIEW - Vote by Mail	1131	288	25.46		121	143		59	204		153	126		96	184
12 MAMMOTH VIEW - Provisional	1131	0	0.00		0	0		0	0		0	0		0	0
13 OLD MAMMOTH 0013	575	266	46.26		122	112		48	177		145	96		97	161
13 OLD MAMMOTH - Vote by Mail	575	198	34.43		86	99		37	140		89	95		67	121
13 OLD MAMMOTH - Provisional	575	0	0.00		0	0		0	0		0	0		0	0
Precinct Totals	6869	3725	54.23		1579	1928		901	2530		1657	1843		1597	2039
Vote by Mail Totals	6869	1896	27.60		724	1060		440	1312		817	985		828	1011
Provisional Totals	6869	0	0.00		0	0		0	0		0	0		0	0
Grand Totals	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050
CALIFORNIA	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050
25TH CONGRESSIONAL DISTRICT	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050
1st STATE SENATE DISTRICT	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050
25TH ASSEMBLY DISTRICT	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050
2nd	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050
1st SUPERVISOR DISTRICT	1131	876	77.45		422	392		183	603		454	368		291	558
2nd SUPERVISOR DISTRICT	1636	1353	82.70		507	788		369	911		508	780		633	689
3rd SUPERVISOR DISTRICT	1343	1120	83.40		487	574		221	816		500	569		421	676
4th SUPERVISOR DISTRICT	1334	1141	85.53		387	693		325	749		432	645		673	437
5th SUPERVISOR DISTRICT	1425	1131	79.37		500	541		243	763		580	466		407	690
MONO COUNTY	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050
TOWN OF MAMMOTH LAKES	3499	2764	78.99		1258	1316		570	1923		1400	1189		939	1750

MONO COUNTY Statement of Vote
CONSOLIDATED GENERAL ELECTION

140012	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		PROP 5 YES	NO		PROP 6 YES	NO		PROP 7 YES	NO		PROP 8 YES	NO
01 ANTELOPE 0001	605	312	51.57		107	189		124	172		119	180		209	96
01 ANTELOPE - Vote by Mail	605	192	31.74		56	126		53	125		82	100		112	74
01 ANTELOPE - Provisional	605	0	0.00		0	0		0	0		0	0		0	0
02 BENTON - MB 0002	202	155	76.73		54	96		40	107		62	87		86	66
02 BENTON - MB - Vote by Mail	202	0	0.00		0	0		0	0		0	0		0	0
02 BENTON - MB - Provisional	202	0	0.00		0	0		0	0		0	0		0	0
03 BRIDGEPORT 0003	464	215	46.34		62	143		61	144		67	134		146	64
03 BRIDGEPORT - Vote by Mail	464	186	40.09		60	117		49	126		63	113		115	65
03 BRIDGEPORT - Provisional	464	0	0.00		0	0		0	0		0	0		0	0
04 CHALFANT VALLEY - MB 0004	401	322	80.30		107	203		83	225		108	198		206	108
04 CHALFANT VALLEY - MB - Vote by Mail	401	0	0.00		0	0		0	0		0	0		0	0
04 CHALFANT VALLEY - MB - Provisional	401	0	0.00		0	0		0	0		0	0		0	0
05 JUNE LAKE 0005	400	179	44.75		84	83		34	130		65	105		87	88
05 JUNE LAKE - Vote by Mail	400	184	46.00		67	108		43	129		69	109		93	86
05 JUNE LAKE - Provisional	400	0	0.00		0	0		0	0		0	0		0	0
06 LEE VINING - MB 0006	265	236	89.06		102	118		38	180		101	118		91	138
06 LEE VINING - MB - Vote by Mail	265	0	0.00		0	0		0	0		0	0		0	0
06 LEE VINING - MB - Provisional	265	0	0.00		0	0		0	0		0	0		0	0
07 LONG VALLEY 0007	748	372	49.73		129	224		110	240		156	196		162	203
07 LONG VALLEY - Vote by Mail	748	241	32.22		92	135		73	152		96	134		103	129
07 LONG VALLEY - Provisional	748	0	0.00		0	0		0	0		0	0		0	0
08 MAMMOTH MEADOW 0008	850	376	44.24		182	166		95	243		207	140		125	242
08 MAMMOTH MEADOW - Vote by Mail	850	291	34.24		110	164		63	203		139	135		118	166
08 MAMMOTH MEADOW - Provisional	850	0	0.00		0	0		0	0		0	0		0	0
09 MAMMOTH MINARET 0009	656	280	42.68		123	145		55	201		147	119		80	195
09 MAMMOTH MINARET - Vote by Mail	656	246	37.50		103	128		55	173		95	135		103	137
09 MAMMOTH MINARET - Provisional	656	0	0.00		0	0		0	0		0	0		0	0
10 MAMMOTH PINECREST 0010	287	161	56.10		81	70		26	125		93	63		37	121
10 MAMMOTH PINECREST - Vote by Mail	287	70	24.39		29	40		8	58		31	38		21	49
10 MAMMOTH PINECREST - Provisional	287	0	0.00		0	0		0	0		0	0		0	0
11 SWALL MEADOWS - MB 0011	285	263	92.28		125	130		63	187		86	165		76	183
11 SWALL MEADOWS - MB - Vote by Mail	285	0	0.00		0	0		0	0		0	0		0	0
11 SWALL MEADOWS - MB - Provisional	285	0	0.00		0	0		0	0		0	0		0	0
12 MAMMOTH VIEW 0012	1131	588	51.99		301	249		124	399		301	242		195	374
12 MAMMOTH VIEW - Vote by Mail	1131	288	25.46		121	143		59	204		153	126		96	184
12 MAMMOTH VIEW - Provisional	1131	0	0.00		0	0		0	0		0	0		0	0
13 OLD MAMMOTH 0013	575	266	46.26		122	112		48	177		145	96		97	161
13 OLD MAMMOTH - Vote by Mail	575	198	34.43		86	99		37	140		89	95		67	121
13 OLD MAMMOTH - Provisional	575	0	0.00		0	0		0	0		0	0		0	0
Precinct Totals	6869	3725	54.23		1579	1928		901	2530		1657	1843		1597	2039
Vote by Mail Totals	6869	1896	27.60		724	1060		440	1312		817	985		828	1011
Provisional Totals	6869	0	0.00		0	0		0	0		0	0		0	0
Grand Totals	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050
CALIFORNIA	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050
25TH CONGRESSIONAL DISTRICT	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050
1st STATE SENATE DISTRICT	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050
25TH ASSEMBLY DISTRICT	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050
2nd	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050
1st SUPERVISOR DISTRICT	1131	876	77.45		422	392		183	603		454	368		291	558
2nd SUPERVISOR DISTRICT	1636	1353	82.70		507	788		369	911		508	780		633	689
3rd SUPERVISOR DISTRICT	1343	1120	83.40		487	574		221	816		500	569		421	676
4th SUPERVISOR DISTRICT	1334	1141	85.53		387	693		325	749		432	645		673	437
5th SUPERVISOR DISTRICT	1425	1131	79.37		500	541		243	763		580	466		407	690
MONO COUNTY	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050
TOWN OF MAMMOTH LAKES	3499	2764	78.99		1258	1316		570	1923		1400	1189		939	1750

MONO COUNTY Statement of Vote
CONSOLIDATED GENERAL ELECTION

140012	CALIFORNIA															
	Registration	Ballots Cast	Turnout (%)		PROP 5 YES	NO		PROP 6 YES	NO		PROP 7 YES	NO		PROP 8 YES	NO	
01 ANTELOPE 0001	605	312	51.57		107	189		124	172		119	180		209	96	
01 ANTELOPE - Vote by Mail	605	192	31.74		56	126		53	125		82	100		112	74	
01 ANTELOPE - Provisional	605	0	0.00		0	0		0	0		0	0		0	0	
02 BENTON - MB 0002	202	155	76.73		54	96		40	107		62	87		86	66	
02 BENTON - MB - Vote by Mail	202	0	0.00		0	0		0	0		0	0		0	0	
02 BENTON - MB - Provisional	202	0	0.00		0	0		0	0		0	0		0	0	
03 BRIDGEPORT 0003	464	215	46.34		62	143		61	144		67	134		146	64	
03 BRIDGEPORT - Vote by Mail	464	186	40.09		60	117		49	128		63	113		115	65	
03 BRIDGEPORT - Provisional	464	0	0.00		0	0		0	0		0	0		0	0	
04 CHALFANT VALLEY - MB 0004	401	322	80.30		107	203		83	225		108	198		206	108	
04 CHALFANT VALLEY - MB - Vote by Mail	401	0	0.00		0	0		0	0		0	0		0	0	
04 CHALFANT VALLEY - MB - Provisional	401	0	0.00		0	0		0	0		0	0		0	0	
05 JUNE LAKE 0005	400	179	44.75		84	83		34	130		65	105		87	88	
05 JUNE LAKE - Vote by Mail	400	184	46.00		67	108		43	129		69	109		93	86	
05 JUNE LAKE - Provisional	400	0	0.00		0	0		0	0		0	0		0	0	
06 LEE VINING - MB 0006	265	236	89.06		102	118		38	180		101	118		91	138	
06 LEE VINING - MB - Vote by Mail	265	0	0.00		0	0		0	0		0	0		0	0	
06 LEE VINING - MB - Provisional	265	0	0.00		0	0		0	0		0	0		0	0	
07 LONG VALLEY 0007	748	372	49.73		129	224		110	240		156	196		162	203	
07 LONG VALLEY - Vote by Mail	748	241	32.22		92	135		73	152		96	134		103	129	
07 LONG VALLEY - Provisional	748	0	0.00		0	0		0	0		0	0		0	0	
08 MAMMOTH MEADOW 0008	850	376	44.24		182	166		95	243		207	140		125	242	
08 MAMMOTH MEADOW - Vote by Mail	850	291	34.24		110	164		63	203		139	135		118	166	
08 MAMMOTH MEADOW - Provisional	850	0	0.00		0	0		0	0		0	0		0	0	
09 MAMMOTH MINARET 0009	656	280	42.68		123	145		55	201		147	119		80	195	
09 MAMMOTH MINARET - Vote by Mail	656	246	37.50		103	128		55	173		95	135		103	137	
09 MAMMOTH MINARET - Provisional	656	0	0.00		0	0		0	0		0	0		0	0	
10 MAMMOTH PINECREST 0010	287	161	56.10		81	70		26	125		93	63		37	121	
10 MAMMOTH PINECREST - Vote by Mail	287	70	24.39		29	40		8	58		31	38		21	49	
10 MAMMOTH PINECREST - Provisional	287	0	0.00		0	0		0	0		0	0		0	0	
11 SWALL MEADOWS - MB 0011	285	263	92.28		125	130		63	187		86	165		76	183	
11 SWALL MEADOWS - MB - Vote by Mail	285	0	0.00		0	0		0	0		0	0		0	0	
11 SWALL MEADOWS - MB - Provisional	285	0	0.00		0	0		0	0		0	0		0	0	
12 MAMMOTH VIEW 0012	1131	588	51.99		301	249		124	399		301	242		195	374	
12 MAMMOTH VIEW - Vote by Mail	1131	288	25.46		121	143		59	204		153	126		96	184	
12 MAMMOTH VIEW - Provisional	1131	0	0.00		0	0		0	0		0	0		0	0	
13 OLD MAMMOTH 0013	575	266	46.26		122	112		48	177		145	96		97	161	
13 OLD MAMMOTH - Vote by Mail	575	198	34.43		86	99		37	140		89	95		67	121	
13 OLD MAMMOTH - Provisional	575	0	0.00		0	0		0	0		0	0		0	0	
Precinct Totals	6869	3725	54.23		1579	1928		901	2530		1657	1843		1597	2039	
Vote by Mail Totals	6869	1896	27.60		724	1060		440	1312		817	985		828	1011	
Provisional Totals	6869	0	0.00		0	0		0	0		0	0		0	0	
Grand Totals	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050	
CALIFORNIA	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050	
25TH CONGRESSIONAL DISTRICT	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050	
1st STATE SENATE DISTRICT	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050	
25TH ASSEMBLY DISTRICT	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050	
2nd	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050	
1st SUPERVISOR DISTRICT	1131	876	77.45		422	392		183	603		454	368		291	558	
2nd SUPERVISOR DISTRICT	1636	1353	82.70		507	788		369	911		508	780		633	689	
3rd SUPERVISOR DISTRICT	1343	1120	83.40		487	574		221	816		500	569		421	676	
4th SUPERVISOR DISTRICT	1334	1141	85.53		387	693		325	749		432	645		673	437	
5th SUPERVISOR DISTRICT	1425	1131	79.37		500	541		243	763		580	466		407	690	
MONO COUNTY	6869	5621	81.83		2303	2988		1341	3842		2474	2828		2425	3050	
TOWN OF MAMMOTH LAKES	3499	2764	78.99		1258	1316		570	1923		1400	1189		939	1750	

MONO COUNTY Statement of Vote
CONSOLIDATED GENERAL ELECTION

140016	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)		PROP 9				PROP 10				PROP 11	
					YES	NO			YES	NO			YES	NO
01 ANTELOPE 0001	605	312	51.57		186	105			97	199			125	166
01 ANTELOPE - Vote by Mail	605	192	31.74		110	73			53	129			84	87
01 ANTELOPE - Provisional	605	0	0.00		0	0			0	0			0	0
02 BENTON - MB 0002	202	155	76.73		87	62			38	112			57	89
02 BENTON - MB - Vote by Mail	202	0	0.00		0	0			0	0			0	0
02 BENTON - MB - Provisional	202	0	0.00		0	0			0	0			0	0
03 BRIDGEPORT 0003	464	215	46.34		118	82			55	148			77	119
03 BRIDGEPORT - Vote by Mail	464	186	40.09		84	93			43	135			93	81
03 BRIDGEPORT - Provisional	464	0	0.00		0	0			0	0			0	0
04 CHALFANT VALLEY - MB 00	401	322	80.30		176	129			100	209			133	161
04 CHALFANT VALLEY - MB - Vd	401	0	0.00		0	0			0	0			0	0
04 CHALFANT VALLEY - MB - Pr	401	0	0.00		0	0			0	0			0	0
05 JUNE LAKE 0005	400	179	44.75		83	80			64	102			66	94
05 JUNE LAKE - Vote by Mail	400	184	46.00		98	76			55	118			93	79
05 JUNE LAKE - Provisional	400	0	0.00		0	0			0	0			0	0
06 LEE VINING - MB 0006	265	236	89.06		103	112			70	146			92	112
06 LEE VINING - MB - Vote by Ma	265	0	0.00		0	0			0	0			0	0
06 LEE VINING - MB - Provisional	265	0	0.00		0	0			0	0			0	0
07 LONG VALLEY 0007	748	372	49.73		194	145			124	224			156	165
07 LONG VALLEY - Vote by Mail	748	241	32.22		117	104			83	141			105	104
07 LONG VALLEY - Provisional	748	0	0.00		0	0			0	0			0	0
08 MAMMOTH MEADOW 0008	850	376	44.24		201	133			181	165			154	164
08 MAMMOTH MEADOW - Vote b	850	291	34.24		142	123			94	174			149	106
08 MAMMOTH MEADOW - Provis	850	0	0.00		0	0			0	0			0	0
09 MAMMOTH MINARET 0009	656	280	42.68		138	115			124	140			106	130
09 MAMMOTH MINARET - Vote b	656	246	37.50		105	116			79	151			124	92
09 MAMMOTH MINARET - Provis	656	0	0.00		0	0			0	0			0	0
10 MAMMOTH PINECREST 001	287	161	56.10		76	71			74	80			58	74
10 MAMMOTH PINECREST - Vote	287	70	24.39		41	24			23	46			29	31
10 MAMMOTH PINECREST - Pro	287	0	0.00		0	0			0	0			0	0
11 SWALL MEADOWS - MB 001	285	263	92.28		111	138			84	169			153	90
11 SWALL MEADOWS - MB - Vote	285	0	0.00		0	0			0	0			0	0
11 SWALL MEADOWS - MB - Pro	285	0	0.00		0	0			0	0			0	0
12 MAMMOTH VIEW 0012	1131	588	51.99		272	235			286	257			211	273
12 MAMMOTH VIEW - Vote by Ma	1131	288	25.46		121	148			127	145			129	125
12 MAMMOTH VIEW - Provisional	1131	0	0.00		0	0			0	0			0	0
13 OLD MAMMOTH 0013	575	266	46.26		120	100			105	125			100	108
13 OLD MAMMOTH - Vote by Ma	575	198	34.43		104	74			63	117			92	76
13 OLD MAMMOTH - Provisional	575	0	0.00		0	0			0	0			0	0
Precinct Totals	6869	3725	54.23		1865	1507			1402	2076			1488	1745
Vote by Mail Totals	6869	1896	27.60		922	831			620	1156			898	781
Provisional Totals	6869	0	0.00		0	0			0	0			0	0
Grand Totals	6869	5621	81.83		2787	2338			2022	3232			2386	2526
CALIFORNIA	6869	5621	81.83		2787	2338			2022	3232			2386	2526
25TH CONGRESSIONAL DISTRICT	6869	5621	81.83		2787	2338			2022	3232			2386	2526
1st STATE SENATE DISTRICT	6869	5621	81.83		2787	2338			2022	3232			2386	2526
25TH ASSEMBLY DISTRICT	6869	5621	81.83		2787	2338			2022	3232			2386	2526
2nd	6869	5621	81.83		2787	2338			2022	3232			2386	2526
1st SUPERVISOR DISTRICT	1131	876	77.45		393	383			413	402			340	398
2nd SUPERVISOR DISTRICT	1636	1353	82.70		685	578			429	855			604	609
3rd SUPERVISOR DISTRICT	1343	1120	83.40		541	482			419	637			476	500
4th SUPERVISOR DISTRICT	1334	1141	85.53		601	465			318	757			471	565
5th SUPERVISOR DISTRICT	1425	1131	79.37		567	430			443	581			495	454
MONO COUNTY	6869	5621	81.83		2787	2338			2022	3232			2386	2526
TOWN OF MAMMOTH LAKES	3499	2764	78.99		1320	1139			1156	1400			1152	1179

MONO COUNTY Statement of Vote
CONSOLIDATED GENERAL ELECTION

CALIFORNIA															
140016	Registration	Ballots Cast	Turnout (%)		PROP 9 YES	NO		PROP 10 YES	NO		PROP 11 YES	NO		PROP 12 YES	NO
01 ANTELOPE 0001	605	312	51.57		186	105		97	199		125	166		217	87
01 ANTELOPE - Vote by Mail	605	192	31.74		110	73		53	129		84	87		110	68
01 ANTELOPE - Provisional	605	0	0.00		0	0		0	0		0	0		0	0
02 BENTON - MB 0002	202	155	76.73		87	62		38	112		57	89		92	55
02 BENTON - MB - Vote by Mail	202	0	0.00		0	0		0	0		0	0		0	0
02 BENTON - MB - Provisional	202	0	0.00		0	0		0	0		0	0		0	0
03 BRIDGEPORT 0003	464	215	46.34		118	82		55	148		77	119		129	80
03 BRIDGEPORT - Vote by Mail	464	186	40.09		84	93		43	135		93	81		111	68
03 BRIDGEPORT - Provisional	464	0	0.00		0	0		0	0		0	0		0	0
04 CHALFANT VALLEY - MB 00	401	322	80.30		176	129		100	209		133	161		179	130
04 CHALFANT VALLEY - MB - Vd	401	0	0.00		0	0		0	0		0	0		0	0
04 CHALFANT VALLEY - MB - Pr	401	0	0.00		0	0		0	0		0	0		0	0
05 JUNE LAKE 0005	400	179	44.75		83	80		64	102		66	94		88	78
05 JUNE LAKE - Vote by Mail	400	184	46.00		98	76		55	118		93	79		104	70
05 JUNE LAKE - Provisional	400	0	0.00		0	0		0	0		0	0		0	0
06 LEE VINING - MB 0006	265	236	89.06		103	112		70	146		92	112		132	85
06 LEE VINING - MB - Vote by Ma	265	0	0.00		0	0		0	0		0	0		0	0
06 LEE VINING - MB - Provisional	265	0	0.00		0	0		0	0		0	0		0	0
07 LONG VALLEY 0007	748	372	49.73		194	145		124	224		156	165		200	141
07 LONG VALLEY - Vote by Mail	748	241	32.22		117	104		83	141		105	104		136	94
07 LONG VALLEY - Provisional	748	0	0.00		0	0		0	0		0	0		0	0
08 MAMMOTH MEADOW 0008	850	376	44.24		201	133		181	165		154	164		210	131
08 MAMMOTH MEADOW - Vote t	850	291	34.24		142	123		94	174		149	106		143	124
08 MAMMOTH MEADOW - Provis	850	0	0.00		0	0		0	0		0	0		0	0
09 MAMMOTH MINARET 0009	656	280	42.68		138	115		124	140		106	130		135	124
09 MAMMOTH MINARET - Vote t	656	246	37.50		105	116		79	151		124	92		123	108
09 MAMMOTH MINARET - Provis	656	0	0.00		0	0		0	0		0	0		0	0
10 MAMMOTH PINECREST 001	287	161	56.10		76	71		74	80		58	74		79	67
10 MAMMOTH PINECREST - Vot	287	70	24.39		41	24		23	46		29	31		30	31
10 MAMMOTH PINECREST - Pro	287	0	0.00		0	0		0	0		0	0		0	0
11 SWALL MEADOWS - MB 001	285	263	92.28		111	138		84	169		153	90		165	84
11 SWALL MEADOWS - MB - Vot	285	0	0.00		0	0		0	0		0	0		0	0
11 SWALL MEADOWS - MB - Pro	285	0	0.00		0	0		0	0		0	0		0	0
12 MAMMOTH VIEW 0012	1131	588	51.99		272	235		286	257		211	273		345	182
12 MAMMOTH VIEW - Vote by M	1131	288	25.46		121	148		127	145		129	125		150	120
12 MAMMOTH VIEW - Provisional	1131	0	0.00		0	0		0	0		0	0		0	0
13 OLD MAMMOTH 0013	575	266	46.26		120	100		105	125		100	108		133	91
13 OLD MAMMOTH - Vote by Ma	575	198	34.43		104	74		63	117		92	76		104	74
13 OLD MAMMOTH - Provisional	575	0	0.00		0	0		0	0		0	0		0	0
Precinct Totals	6869	3725	54.23		1885	1507		1402	2076		1488	1745		2104	1335
Vote by Mail Totals	6869	1896	27.60		922	831		620	1156		898	781		1011	757
Provisional Totals	6869	0	0.00		0	0		0	0		0	0		0	0
Grand Totals	6869	5621	81.83		2787	2338		2022	3232		2386	2526		3115	2092
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1st SUPERVISOR DISTRICT	1131	876	77.45		393	383		413	402		340	398		495	302
2nd SUPERVISOR DISTRICT	1636	1353	82.70		685	578		429	855		604	609		772	504
3rd SUPERVISOR DISTRICT	1343	1120	83.40		541	482		419	637		476	500		559	478
4th SUPERVISOR DISTRICT	1334	1141	85.53		601	465		318	757		471	565		699	388
5th SUPERVISOR DISTRICT	1425	1131	79.37		567	430		443	581		495	454		590	420
MONO COUNTY	6869	5621	81.83		2787	2338		2022	3232		2386	2526		3115	2092
TOWN OF MAMMOTH LAKES	3499	2764	78.99		1320	1139		1156	1400		1152	1179		1452	1052

MONO COUNTY Statement of Vote
CONSOLIDATED GENERAL ELECTION

140016	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		PROP 9			PROP 10			PROP 11			PROP 12	
					YES	NO		YES	NO		YES	NO		YES	NO
01 ANTELOPE 0001	605	312	51.57		186	105		97	199		125	166		217	87
01 ANTELOPE - Vote by Mail	605	192	31.74		110	73		53	129		84	87		110	68
01 ANTELOPE - Provisional	605	0	0.00		0	0		0	0		0	0		0	0
02 BENTON - MB 0002	202	155	76.73		87	62		38	112		57	89		92	55
02 BENTON - MB - Vote by Mail	202	0	0.00		0	0		0	0		0	0		0	0
02 BENTON - MB - Provisional	202	0	0.00		0	0		0	0		0	0		0	0
03 BRIDGEPORT 0003	464	215	46.34		118	82		55	148		77	119		129	80
03 BRIDGEPORT - Vote by Mail	464	186	40.09		84	93		43	135		93	81		111	68
03 BRIDGEPORT - Provisional	464	0	0.00		0	0		0	0		0	0		0	0
04 CHALFANT VALLEY - MB 0004	401	322	80.30		176	129		100	209		133	161		179	130
04 CHALFANT VALLEY - MB - Vote by Mail	401	0	0.00		0	0		0	0		0	0		0	0
04 CHALFANT VALLEY - MB - Provisional	401	0	0.00		0	0		0	0		0	0		0	0
05 JUNE LAKE 0005	400	179	44.75		83	80		64	102		66	94		88	78
05 JUNE LAKE - Vote by Mail	400	184	46.00		98	76		55	118		93	79		104	70
05 JUNE LAKE - Provisional	400	0	0.00		0	0		0	0		0	0		0	0
06 LEE VINING - MB 0006	265	236	89.06		103	112		70	146		92	112		132	85
06 LEE VINING - MB - Vote by Mail	265	0	0.00		0	0		0	0		0	0		0	0
06 LEE VINING - MB - Provisional	265	0	0.00		0	0		0	0		0	0		0	0
07 LONG VALLEY 0007	748	372	49.73		194	145		124	224		158	165		200	141
07 LONG VALLEY - Vote by Mail	748	241	32.22		117	104		83	141		105	104		136	94
07 LONG VALLEY - Provisional	748	0	0.00		0	0		0	0		0	0		0	0
08 MAMMOTH MEADOW 0008	850	376	44.24		201	133		181	165		154	164		210	131
08 MAMMOTH MEADOW - Vote by Mail	850	291	34.24		142	123		94	174		149	106		143	124
08 MAMMOTH MEADOW - Provisional	850	0	0.00		0	0		0	0		0	0		0	0
09 MAMMOTH MINARET 0009	656	280	42.68		138	115		124	140		106	130		135	124
09 MAMMOTH MINARET - Vote by Mail	656	246	37.50		105	116		79	151		124	92		123	108
09 MAMMOTH MINARET - Provisional	656	0	0.00		0	0		0	0		0	0		0	0
10 MAMMOTH PINECREST 0010	287	161	56.10		76	71		74	80		58	74		79	67
10 MAMMOTH PINECREST - Vote by Mail	287	70	24.39		41	24		23	46		29	31		30	31
10 MAMMOTH PINECREST - Provisional	287	0	0.00		0	0		0	0		0	0		0	0
11 SWALL MEADOWS - MB 0011	285	263	92.28		111	138		84	169		153	90		165	84
11 SWALL MEADOWS - MB - Vote by Mail	285	0	0.00		0	0		0	0		0	0		0	0
11 SWALL MEADOWS - MB - Provisional	285	0	0.00		0	0		0	0		0	0		0	0
12 MAMMOTH VIEW 0012	1131	588	51.99		272	235		286	257		211	273		345	182
12 MAMMOTH VIEW - Vote by Mail	1131	288	25.46		121	148		127	145		129	125		150	120
12 MAMMOTH VIEW - Provisional	1131	0	0.00		0	0		0	0		0	0		0	0
13 OLD MAMMOTH 0013	575	266	46.26		120	100		105	125		100	108		133	91
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Precinct Totals	6869	3725	54.23		1865	1507		1402	2076		1488	1745		2104	1335
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TOWN OF MAMMOTH LAKES	3499	2764	78.99		1320	1139		1156	1400		1152	1179		1452	1052

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CONSOLIDATED GENERAL ELECTION

140016	CALIFORNIA															
	Registration	Ballots Cast	Turnout (%)		PROP 9 YES	NO		PROP 10 YES	NO		PROP 11 YES	NO		PROP 12 YES	NO	
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01 ANTELOPE - Provisional	605	0	0.00		0	0		0	0		0	0		0	0	
02 BENTON - MB 0002	202	155	76.73		87	62		38	112		57	89		92	55	
02 BENTON - MB - Vote by Mail	202	0	0.00		0	0		0	0		0	0		0	0	
02 BENTON - MB - Provisional	202	0	0.00		0	0		0	0		0	0		0	0	
03 BRIDGEPORT 0003	484	215	46.34		118	82		55	148		77	119		129	80	
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04 CHALFANT VALLEY - MB 0004	401	322	80.30		176	129		100	209		133	161		179	130	
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05 JUNE LAKE 0005	400	179	44.75		83	80		64	102		66	94		88	78	
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05 JUNE LAKE - Provisional	400	0	0.00		0	0		0	0		0	0		0	0	
06 LEE VINING - MB 0006	265	236	89.06		103	112		70	146		92	112		132	85	
06 LEE VINING - MB - Vote by Mail	265	0	0.00		0	0		0	0		0	0		0	0	
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07 LONG VALLEY - Vote by Mail	748	241	32.22		117	104		83	141		105	104		136	94	
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10 MAMMOTH PINECREST - Provisional	287	0	0.00		0	0		0	0		0	0		0	0	
11 SWALL MEADOWS - MB 0011	285	263	92.28		111	138		84	169		153	90		165	84	
11 SWALL MEADOWS - MB - Vote by Mail	285	0	0.00		0	0		0	0		0	0		0	0	
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Vote by Mail Totals	6869	1896	27.60		922	831		620	1156		898	781		1011	757	
Provisional Totals	6869	0	0.00		0	0		0	0		0	0		0	0	
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MONO COUNTY	6869	5621	81.83		2787	2338		2022	3232		2386	2526		3115	2092	
TOWN OF MAMMOTH LAKES	3499	2764	78.99		1320	1139		1156	1400		1152	1179		1452	1052	

**MONO COUNTY Statement of Vote
CONSOLIDATED GENERAL ELECTION**

[illegible]



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 9, 2008

DEPARTMENT Clerk of the Board

**ADDITIONAL
DEPARTMENTS**

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Supervisor Hunt, Dan Lyster and
Elliott Belin

SUBJECT Small Business Development
Center

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation before the Board about services offered by the Weill Institute Small Business Development Center. The Center provides one-on-one business counseling, training and technical assistance at no cost to their clients.

RECOMMENDED ACTION:

Receive information about the program and consider possible funding support.

FISCAL IMPACT:

\$5,000

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 760-932-5538 / lroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

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☐ [Small Business Development Center](#)

☐ [Small Business Development Center](#)

History

Time	Who	Approval
11/17/2008 4:32 PM	County Administrative Office	Yes
11/21/2008 4:59 PM	County Counsel	Yes
11/24/2008 7:56 AM	Finance	Yes
11/24/2008 12:48 PM	County Administrative Office	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531

Lynda Roberts
Clerk of the Board
lroberts@mono.ca.gov

To: Honorable Board of Supervisors

From: Supervisor Byng Hunt

Date: December 9, 2008

Subject

Presentation before the Board about services offered by the Weill Institute Small Business Development Center.

Recommendation

Receive information about the program and consider possible funding support.

Discussion

The Weill Institute Small Business Development Center provides one-on-one business counseling, training and technical assistance at no cost to their clients. Mr. David Norcross has offered to hold counseling sessions in Mammoth Lakes at no charge to those attending; however, to help offset the cost, he is requesting \$5,000 from the County.

Fiscal Impact

\$5,000

Small Business Development Center

Weill Institute of Bakersfield College



CALIFORNIA
SBDC

UC Merced Regional Network

ARE YOU UTILIZING YOUR GREATEST RESOURCE?

The Weill Institute Small Business Development Center of Kern Community College District provides one-on-one business counseling, training and technical assistance at no cost to our clients!

Areas of counseling and assistance include:

Business Planning

Budgeting

Access to Capital

Financial Analysis

Business Start Up

Marketing

Market Research

Strategic Planning

Employment Issues

Govt. Procurement

Cash Flow

Technology

Intellectual Property

Web Page and Internet

Business Consulting is a confidential meeting with experienced business advisors in a one-on-one relationship with both English and Spanish speaking consultants available. There are also a wide variety of Workshops available at no cost designed to provide training to business owners and entrepreneurs-visit our website to make a reservation!

Please visit our website at <http://www.weill-sbdc.com> or contact us at 661-395-4126 or visit us at 2100 Chester Ave in Bakersfield CA 93301. We serve Kern, Mono, and Inyo counties.

This cooperative agreement is partially funded by the U.S. Small Business Administration and the University of California, Merced. SBA's funding is not an endorsement of any products, opinions or services. SBA funded programs are extended to the public on a non-discriminatory basis by the U.S. Small Business Administration. Any opinions, findings, conclusions, or recommendations of the author(s) are those of the author(s) and do not necessarily reflect those of the U.S. Small Business Administration (SBA). Reasonable accommodations for person with disabilities are available. Please call for details. Two weeks in advance.



CALIFORNIA
SBDC

UC Merced Regional Network

David (Cope) Norcross
Interim Center Director

Small Business Development Center
Weill Institute of Bakersfield College
2100 Chester Avenue, 1st Floor, Bakersfield, CA 93301
Tel: (661) 395-4125 • Fax: (661) 395-4134
dnorcros@bakersfieldcollege.edu
www.weill-sbdc.com





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 9, 2008	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Lynda Roberts
SUBJECT	CSAC Appointments		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Selection from the Board of Supervisors of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2009.

RECOMMENDED ACTION:

Elect a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2009 Association year beginning December 1, 2008. Also elect an alternate member.

FISCAL IMPACT:

None

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 932-5538 / lroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

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☐ [CSAC Board of Directors](#)

History

Time	Who	Approval
11/21/2008 3:31 PM	County Administrative Office	Yes
11/21/2008 4:44 PM	County Counsel	Yes
11/24/2008 7:57 AM	Finance	Yes
11/24/2008 9:00 AM	County Administrative Office	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531

Lynda Roberts
Clerk of the Board
lroberts@mono.ca.gov

To: Honorable Board of Supervisors

From: Lynda Roberts, Clerk of the Board

Date: December 9, 2008

Subject

CSAC Board of Directors Member and Alternate for 2009

Recommendation

Elect a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2009 Association year beginning December 1, 2008. Also elect an alternate member.

Discussion

Each year the Board of Supervisors elects a member and an alternate to serve on the CSAC Board of Directors. The one-year term of office commences with the first day of the CSAC annual conference. Supervisor Vikki Bauer served as the member on the CSAC Board for 2008, and Supervisor Hap Hazard served as the alternate member.

Fiscal Impact

None



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 9, 2008	DEPARTMENT	Ambulance Paramedics
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Mark Mikulicich, Paramedic Rescue Chief
SUBJECT	Paid per call MOU between Mono County and White Mt. Fire		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Consider and potentially approve County entry into proposed contract with White Mountain Fire Department pertaining to the paid-per-call MOU, and authorize the Chairman of the Board to execute said contract on behalf of the County. Receive staff report. Provide any desired direction to staff.

RECOMMENDED ACTION:

Approve County entry into proposed contract. Authorize Chair of the Board to sign said contract on behalf of the County. Authorize Clerk of the Board to send copy of signed MOU to White Mt. Fire Department.

FISCAL IMPACT:

It is estimated that the paid-per-call incentive would cost approximately \$5,000 to \$10,000 for fiscal year 2008/2009. Funds are currently allocated for this purpose within this budget cycle.

CONTACT NAME: Mark Mikulicich, Paramedic Rescue Chief

PHONE/EMAIL: (760) 684-1565 (Cell) or (760) 924-1696 (office) / mmikulicich@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

White Mountain Fire has signed the draft MOU, a copy of the approved MOU signed by the Board should be sent to White Mt. Fire for their records.

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
- ☐ [WMFD Contract](#)

History

Time	Who	Approval
11/21/2008 3:35 PM	County Administrative Office	Yes
11/21/2008 4:57 PM	County Counsel	Yes
11/24/2008 7:52 AM	Finance	Yes
11/24/2008 12:34 PM	County Administrative Office	Yes

COUNTY OF MONO

PARAMEDIC RESCUE DIVISION

P.O. Box 476 Bridgeport, CA 93517 * (760) 684-1565 * Fax (760) 934-5198

STAFF REPORT

Date: 12/09/08

To: The Honorable Mono County Board of Supervisors

From: Mark Mikulicich, Mono County Paramedic Rescue Chief

SUBJECT:

Presentation of the final Memorandum of Understanding (MOU) between Mono County and White Mountain Fire Department detailing the proposed paid-per-call subsidy for White Mountain Fire Department volunteer EMTs. Engage in any further discussion and request authorization for the Chairperson of the Board to sign the MOU into activation.

DISCUSSION/RECOMMENDATION:

As discussed and approved in concept by the Board at several previous meetings, the details of a paid-per-call incentive plan have been outlined and defined in this latest draft document. As originally constructed, the objective is to offer fiscal incentive to the current Fire Department EMTs that maintain their certifications and continue to respond to the emergency medical service needs of the area, and potentially stimulate new volunteer interest. This is memorialized in this MOU, including the operational and reimbursement details agreed upon by staff and White Mountain Fire Department. Staff would like to request final Board approval and the authorization for the Chairperson of the Board to sign and activate this MOU.

FISCAL IMPACT:

It is estimated that the paid-per-call incentive would cost between \$5,000 and \$10,000 per year, based on call history and dependant on call volume. Funding for this objective has been previously approved, and is allocated within the Paramedic Department budget for fiscal year 2008/2009.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
COUNTY OF MONO AND THE WHITE MOUNTAIN FIRE PROTECTION
DISTRICT FOR EMERGENCY MEDICAL TRANSPORT SERVICES**

WHEREAS, the County of Mono operates an emergency fire and rescue services program that includes operating and staffing of paramedic rescue services, including districts within the County which have been designated as exclusive operating areas pursuant to the Mono County Exclusive Operating Area Plan (EOA), and that is subject to the general review and oversight of the Inland Counties Emergency Medical Agency (ICEMA) as the local Emergency Services Agency for the County of Mono; and

WHEREAS, the portion of southeastern Mono County that is adjacent to United States Highway 6, and includes the communities of Chalfant Valley, Hammil Valley, and Benton (hereinafter, the "Tri-Valley Communities"), is presently not within the exclusive operating area, but has been designated as non-exclusive Operating Areas 3 and 4, and does not receive primary ambulance transport services from the Mono County Paramedic Department. At present the primary provider of ALS services is Symons Ambulance operated out of Bishop, California, and BLS services are provided by volunteer paramedics operating out of one of the two Fire Protection Districts located within the Tri-Valley Communities (the "Tri-Valley Fire Districts"); and

WHEREAS, both of the Tri-Valley Fire Districts are desirous of improving the response times and services of BLS triage, assessment, and transport, yet presently face limited financial resources to provide financial incentives and training to volunteers trained to provide emergency rescue response and transportation services to the citizens and visitors within their respective districts; and

WHEREAS, the County of Mono is desirous of improving the response times and services of BLS triage, assessment, and transportation services to the communities in the Tri-Valley area, and is willing and able to provide a financial supplement to both of the Tri-Valley Districts in the form of a payment to the Tri-Valley Districts, and to the volunteers of said Districts that respond to emergency medical calls and transport sick or injured persons to an appropriate emergency medical care facility; subject to the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, County and the White Mountain Fire Protection District ("District") hereby agrees as follows:

1. County agrees to pay \$200.00 to District for each call District responds to and during which call District volunteers provide emergency medical services and/or transport a sick or injured person to an emergency hospital facility or to a designated emergency medical transportation vehicle such as an ALS ambulance provider or an aircraft ambulance provider.

2. District will submit invoices to the Mono County Auditor for each call District is entitled to receive compensation. The invoice will be on a form to be provided by the Mono County Auditor. This form must be submitted within 30 days from the date of the call for which the compensation is requested. This form shall include information that documents the date and time of the call for services, the response time, the services provided, the location of the transport, and other information as may be required by the County.
3. County shall pay District within 30 days following receipt of the completed form set forth above. If County requires additional information, County shall notify the District of the necessary information required and shall pay District within 30 days once all necessary information has been received.
4. District shall verify and maintain all necessary emergency medical/paramedic certifications and licenses for any volunteer that responds to a call for first responder emergency medical services or who provides BLS transportation services. District shall provide copies or verification of such certifications or licenses to County upon County's request. District shall maintain all emergency medical vehicles owned by District used to transport injured or sick persons in good working order and maintained condition. District has been provided with an emergency medical service vehicle by County, and District agrees to comply with the provisions of any Memorandum of Understanding pertaining to the use of such vehicle. District shall ensure and be responsible for maintaining and supplying such vehicle(s) with all necessary BLS equipment, communication devices, and supplies as may be directed by the County and/or ICEMA. District shall agree to maintain a cooperative and professional working relationship with the local hospitals, the Mono County Paramedic Department, other first responders, and with other emergency medical transport entities.
5. District will not be entitled to receive payment for "dry runs," meaning those responses where District responds under the belief that there may be a need for medical services, but due to the circumstances of the call there is no need for the provision of emergency medical or medical transport services. District shall be required to keep and maintain a log that includes dry runs in order to assist County in developing data identifying the need for first responder emergency medical services in the Tri-Valley Communities.
6. District may request fees for services provided from any person or entity having the responsibility to pay District for such services and District is under no obligation to reimburse County for any such payments received. District agrees to use such payments received for emergency medical and transportation purposes.
7. District is required to comply with all regulations, record keeping and retention and rules governing EMS operations as may be required by State Law, ICEMA, or County, and shall be subject to audit to ensure compliance with all applicable laws and regulations.

8. District understands and agrees that any services provided by District are the sole responsibility of District and ensures and verifies that District is capable and able to provide competent emergency medical services. District agrees to indemnify, defend and hold County harmless from any claim brought against County for emergency medical services provided by District.

9. County requires that any funds received by District pursuant to this Agreement are directly paid as compensation to the volunteers that provided the emergency medical and/or medical transportation services as an incentive to retain, train, and recruit volunteers who have, receive and maintain emergency medical/paramedic certification and skills.

10. District shall prepare and maintain all documentation relative to the payment to volunteers for which reimbursement pursuant to this Agreement is provided, including, without limitation, liability insurance, workers' compensation coverage; payroll/income tax deductions and reporting, training received, certifications; licenses. District shall maintain these records for a period of at least four years, and shall permit County and/or ICEMA to inspect such records upon reasonable notice.

11. This Agreement shall be entered into pursuant to resolution of the Mono County Board of Supervisors and resolution of the District's Board of Commissioners. This agreement may be modified in writing by any persons so designated in the resolutions authorizing the approval of this Agreement.

12. This Agreement shall be for a period of two years and may be terminated at any time by either party, or upon the request of ICEMA, upon the provision of thirty (30) days written notice. This Agreement will be renewed automatically for two two-year terms, unless terminated by either party pursuant to this section.

13. County agrees to provide EMT/EMS training annually to District volunteers when funding is available, and District volunteers may attend County EMT/EMS training when sufficient space for volunteers is available.

14. This Agreement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its purposes. If any provision of this Agreement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

15. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

COUNTY OF MONO

WHITE MOUNTAIN
FIRE PROTECTION DISTRICT

William L. Beaver

Date

10-1-08
Date

Attest

Attest

Clerk of the Board

[Signature]
Clerk of the Board

Approved as to Form

[Signature]
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 9, 2008	DEPARTMENT	Ambulance Paramedics
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Mark Mikulicich
SUBJECT	Paid per Call MOU with Chalfant Fire Department		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Consider and potentially approve County entry into proposed contract with Chalfant Fire Department pertaining to the paid-per-call incentive for EMT volunteers providing emergency medical care, and authorize the Chairman of the Board to execute said contract on behalf of the County. Receive staff report. Provide any desired direction to staff.

RECOMMENDED ACTION:

Receive staff report with final comments regarding the MOU, engaging in any further discussion as desired. Approve County entry into proposed contract. Authorize the Chairperson of the Board to sign said contract on behalf of the County.

FISCAL IMPACT:

Costs are estimated at between \$5,000 to \$10,000 depending on call volume, based on historical patterns. Funding is currently available within budgeted allocations identified for such operations for FY 2008/2009.

CONTACT NAME: Mark Mikulicich, Mono County Paramedic Rescue Chief

PHONE/EMAIL: (760) 924-1696 (office) or (760) 684-1565 cell / mmikulicich@mono .ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

Chalfant Valley Fire Department has signed the draft MOU, and should receive a copy of the approved MOU signed by the Board, for their records.

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download

☐ [Staff Report, Chalfant MOU](#)

☐ [Chalfant Contract](#)

History

Time	Who	Approval
11/21/2008 3:36 PM	County Administrative Office	Yes
11/21/2008 4:57 PM	County Counsel	Yes
11/24/2008 7:52 AM	Finance	Yes
11/25/2008 8:56 AM	County Administrative Office	Yes

COUNTY OF MONO

PARAMEDIC RESCUE DIVISION

P.O. Box 476 Bridgeport, CA 93517 * (760) 684-1565 * Fax (760) 934-5198

STAFF REPORT

Date: 12/09/08

To: The Honorable Mono County Board of Supervisors

From: Mark Mikulicich, Paramedic Fire Rescue Chief

SUBJECT:

Presentation of the paid-per-call Memorandum of Understanding (MOU) contract between Mono County and Chalfant Fire Department. Engage in any further discussion and request authorization for the Chairperson of the Board to sign the MOU into activation. Receive any further direction as desired by the Board.

DISCUSSION/RECOMMENDATION:

As discussed and approved in concept by the Board at several previous meetings, the details of a paid-per-call incentive have been outlined and defined in this latest draft document. As originally constructed, the objective is to offer fiscal incentive to the current Fire Department EMTs that maintain their certifications and continued to respond to the emergency medical service needs of the area, and to potentially stimulate new volunteer interest. This is memorialized in this MOU, including the operational and reimbursement details agreed upon by staff and Chalfant Fire Department. Staff would like to request final Board approval and the authorization for the Chairperson of the Board to sign and activate this MOU.

FISCAL IMPACT:

It is estimated that the paid-per-call incentive would cost between \$5,000 and \$10,000 per year, based on call history and dependant on call volume. Funding for this objective has been previously approved, and is allocated within the budget of the Paramedic Department for fiscal year 2008/2009.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
COUNTY OF MONO AND THE CHALFANT VALLEY FIRE PROTECTION
DISTRICT FOR EMERGENCY MEDICAL TRANSPORT SERVICES**

WHEREAS, the County of Mono operates an emergency fire and rescue services program that includes operating and staffing of paramedic rescue services, including districts within the County which have been designated as exclusive operating areas pursuant to the Mono County Exclusive Operating Area Plan (EOA), and that is subject to the general review and oversight of the Inland Counties Emergency Medical Agency (ICEMA) as the local Emergency Services Agency for the County of Mono; and

WHEREAS, the portion of southeastern Mono County that is adjacent to United States Highway 6, and includes the communities of Chalfant Valley, Hammil Valley, and Benton (hereinafter, the "Tri-Valley Communities"), is presently not within the exclusive operating area, but has been designated as non-exclusive Operating Areas 3 and 4, and does not receive primary ambulance transport services from the Mono County Paramedic Department. At present the primary provider of ALS services is Symons Ambulance operated out of Bishop, California, and BLS services are provided by volunteer paramedics operating out of one of the two Fire Protection Districts located within the Tri-Valley Communities (the "Tri-Valley Fire Districts"); and

WHEREAS, both of the Tri-Valley Fire Districts is desirous of improving the response times and services of BLS triage, assessment, and transport, yet presently face limited financial resources to provide financial incentives and training to volunteers trained to provide emergency rescue response and transportation services to the citizens and visitors within their respective districts; and

WHEREAS, the County of Mono is desirous of improving the response times and services of BLS triage, assessment, and transportation services to the communities in the Tri-Valley area, and is willing and able to provide a financial supplement to both of the Tri-Valley Districts in the form of a payment to the Tri-Valley Districts, and to the volunteers of said Districts that respond to emergency medical calls and transport sick or injured persons to an appropriate emergency medical care facility; subject to the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, County and the Chalfant Valley Fire Protection District ("District") hereby agrees as follows:

1. County agrees to pay \$200.00 to District for each call District responds to and during which call District volunteers provide emergency medical services and/or transport a sick or injured person to an emergency hospital facility or to a designated emergency medical transportation vehicle such as an ALS ambulance provider or an aircraft ambulance provider.

2. District will submit invoices to the Mono County Auditor for each call District is entitled to receive compensation. The invoice will be on a form to be provided by the Mono County Auditor. This form must be submitted within 30 days from the date of the call for which the compensation is requested. This form shall include information that documents the date and time of the call for services, the response time, the services provided, the location of the transport, and other information as may be required by the County.
3. County shall pay District within 30 days following receipt of the completed form set forth above. If County requires additional information, County shall notify the District of the necessary information required and shall pay District within 30 days once all necessary information has been received.
4. District shall verify and maintain all necessary emergency medical/paramedic certifications and licenses for any volunteer that responds to a call for first responder emergency medical services or who provides BLS or ALS transportation services. District shall provide copies or verification of such certifications or licenses to County upon County's request. District shall maintain all emergency medical vehicles, including ambulances, used to transport injured or sick persons in good working and maintained condition and shall ensure and be responsible for maintaining and supplying such vehicles with all necessary BLS equipment, communication devices, and supplies as may be directed by the County and/or ICEMA. District shall agree to maintain a cooperative and professional working relationship with the local hospitals, the Mono County Paramedic Department, other first responders, and with other emergency medical transport entities.
5. District will not be entitled to receive payment for "dry runs," meaning those responses where District responds under the belief that there may be a need for medical services, but due to the circumstances of the call there is no need for the provision of emergency medical or medical transport services. District shall be required to keep and maintain a log that includes dry runs in order to assist County in developing data identifying the need for first responder emergency medical services in the Tri-Valley Communities.
6. District shall be paid for responses made within District's jurisdiction, in any Tri-Valley Community whenever District is requested to respond to an emergency medical call, or whenever District responds outside Mono County pursuant to a mutual aid agreement.
7. District may request fees for services provided from any person or entity having the responsibility to pay District for such services and District is under no obligation to reimburse County for any such payments received. District agrees to use such payments received for medical services provided for emergency medical and transportation purposes, including expenses related to operation and maintenance of emergency medical service vehicles.

8. District is required to comply with all regulations, record keeping and retention and rules governing EMS operations as may be required by State Law, ICEMA, or County, and shall be subject to audit to ensure compliance with all applicable laws and regulations.

9. District understands and agrees that any services provided by District are the sole responsibility of District and ensures and verifies that District is capable and able to provide competent emergency medical services. District agrees to indemnify, defend and hold County harmless from any claim brought against County for emergency medical services provided by District.

10. The funds received by District pursuant to this Agreement may be used as compensation to the volunteers that directly provided the emergency medical and/or medical transportation services as an incentive to retain, train, and recruit volunteers who have, receive and maintain emergency medical/paramedic certification and skills.

11. District shall prepare and maintain all documentation relative to the payment to volunteers for which reimbursement pursuant to this Agreement is provided, including, without limitation, liability insurance, workers' compensation coverage; payroll/income tax deductions and reporting, training received, certifications; licenses, and CalPers reporting if applicable. District shall maintain these records for a period of at least four years, and shall permit County and/or ICEMA to inspect such records upon reasonable notice.

12. This Agreement shall be entered into pursuant to resolution of the Mono County Board of Supervisors and resolution of the District's Board of Directors/Commissioners. This agreement may be modified in writing by any persons so designated in the resolutions authorizing the approval of this Agreement.

13. This Agreement shall be for a period of two years and may be terminated at any time by either party, or upon the request of ICEMA, upon the provision of thirty (30) days written notice. This Agreement shall be renewed automatically for two two-year terms, unless terminated by either party pursuant to this section.

14. County agrees to provide EMT/EMS training annually to District volunteers when funding is available, and District volunteers may attend County EMT/EMS training when sufficient space for volunteers is available.

15. This Agreement is subject to the approval of ICEMA and may be terminated at any time that ICEMA determines that District is no longer in good standing or no longer meets with ICEMA standards or requirements.

16. This Agreement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its purposes. If any provision of this Agreement, or the application thereof to any person or circumstances, is found to be invalid, the remainder

of the provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

17. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

COUNTY OF MONO

CHALFANT VALLEY
FIRE PROTECTION DISTRICT

Pete P. Henry

Date

November 16, 2008
Date

Attest

Attest

Clerk of the Board

11/16/08
Clerk of the Board

Approved as to Form

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 9, 2008	DEPARTMENT	Public Works
ADDITIONAL DEPARTMENTS	Community Development Dept.		
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Evan Nikirk
SUBJECT	Agreement for Lee Vining Streetscape Maintenance		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Consider and potentially approve County entry into proposed maintenance contract with Caltrans pertaining to the Lee Vining Streetscape Project, and authorize the Public Works Director to execute said contract on behalf of the County.
Receive staff report. Provide any desired direction to staff.

RECOMMENDED ACTION:

Authorize the Public Works Director (in consultation with County Counsel) to execute and administer a long-term cooperative maintenance agreement with Caltrans District 9 for the Lee Vining Streetscape project. This authorization shall include making minor amendments to said agreement from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

None, the contract provides for an exchange of services.

CONTACT NAME: Evan Nikirk or Scott Burns

PHONE/EMAIL: 760.932.5448 / enikirk@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

Larry Johnston, Community Development Dept.

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

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- ☐ [Staff Report](#)
- ☐ [Lee Vining Streetscape Exhibit 1](#)
- ☐ [Exhibit 2 - Draft Landscape Plans](#)

History

Time	Who	Approval
11/17/2008 4:31 PM	County Administrative Office	Yes
11/17/2008 5:02 PM	County Counsel	Yes
11/17/2008 5:32 PM	Finance	Yes
11/18/2008 11:52 AM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

Post Office Box 457 • 74 North School Street • Bridgeport, California 93517
(760) 932-5440 • Fax (760) 932-5441 • monopw@mono.ca.gov

Evan Nikirk, PE
Director

Kelly Garcia, PE
Assistant Director

Date: December 9, 2008

To: Honorable Chair and Members of the Board of Supervisors

From: Evan Nikirk, Public Works Director

Re: Agreement for Lee Vining Streetscape Maintenance

Recommended Action:

Authorize the Public Works Director (in consultation with County Counsel) to execute and administer a long-term cooperative maintenance agreement with Caltrans District 9 for the Lee Vining Streetscape project. This authorization shall include making minor amendments to said agreement from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

Fiscal Impact:

The agreement provides for an equal exchange of services, so it should not result in a net impact.

Discussion:

At the same time the June Lake Streetscape project was developed for Cycle 2 (2001) of the Transportation Enhancement Activities (TEA) program, a similar street beautification project was proposed for Lee Vining. The project, which was developed in cooperation between the Community Development Department, its planning consultant, and the Mono Basin Regional Planning Advisory Committee (RPAC), proposed tree planters in the sidewalk adjacent to Highway 395 in downtown Lee Vining.

Conceptual project plans were prepared through TEA funding, but they have not been finalized nor received Caltrans' approval. Caltrans will not issue an encroachment permit until an agreement is reached between the County and State for long-term maintenance of the sidewalks, trees, and irrigation. The maintenance obligation would include snow removal from the sidewalks, but the majority of that responsibility would be borne by the individual property owners who fronted on the sidewalk. Mono County will be responsible for snow removal in front of its property at the Road District 3 shop.

Program funding was transferred to other projects and, at this time, the streetscape project is not funded and is not identified on the current TE program list. However, for the project to proceed, an agreement addressing the long-term maintenance of project improvements must be implemented. In addition to funding, remaining project tasks will be to finalize the project plans and obtain an encroachment permit from Caltrans.

Caltrans District 9 operations personnel and Public Works staff have negotiated a cooperative maintenance agreement that calls for the County to maintain trees and sidewalks in the project area in exchange for annual road-striping services by Caltrans on County roads. The agreement specifies that Caltrans will perform centerline and shoulder striping on a minimum of 10 road miles at no charge and, at the County's request, an additional 10 miles at Caltrans' cost to provide the service. Public Works does not have this capability in-house and would otherwise have to contract for the service.

A copy of the draft agreement and draft landscape plans are attached to this staff report as Exhibit 1 and Exhibit 2, respectively, for Board reference.

If you have any questions regarding this item, please contact me at 932-5448.

Respectfully submitted,



Evan Nikirk
Public Works Director

Attachments: Exhibit 1 – Draft Agreement
Exhibit 2 – Draft Landscape Plans

**COOPERATIVE AGREEMENT
FOR MAINTENANCE OF HIGHWAYS AND ROADS
IN MONO COUNTY, CALIFORNIA**

THIS AGREEMENT is made effective this ____ day of _____, 2008, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE," and the County of Mono, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

RECITALS

1. STATE and COUNTY are authorized to enter into this AGREEMENT pursuant to Streets and Highways Code section 130;
2. This AGREEMENT is contingent upon COUNTY'S implementation of its streetscape project in the community of Lee Vining. The contingency shall be deemed satisfied upon the County's filing or posting of a Notice of Completion for the project. (See also Paragraph 6 of Section III of this Agreement.)
3. STATE desires for the COUNTY to maintain street trees, including providing for their irrigation, to clear snow and ice, and to repair any damage to sidewalks on certain portions of the STATE right of way for State Highway Route 395 in the community of Lee Vining;
4. COUNTY desires to have STATE annually provide for centerline striping and shoulder striping on ten (10) miles of COUNTY roads designated by the COUNTY's Department of Public Works;
5. The parties hereto desire that COUNTY and STATE each perform specific maintenance functions on those portions of the State Highway Route 395 which are located within COUNTY's jurisdiction in Lee Vining.

NOW, THEREFORE, for adequate consideration, the parties agree as follows:

SECTION I

COUNTY's RESPONSIBILITIES:

1. COUNTY shall maintain street trees, including providing for their irrigation, pruning, and removing fallen leaves and debris, to clear snow and ice, and to repair any damage to sidewalks on certain portions of the STATE right-of-way for State Highway Route 395 in the community Lee Vining, as depicted in Exhibit "A" attached hereto and incorporated herein by this reference.
2. COUNTY shall accomplish its responsibilities in accordance with STATE traffic control requirements.
3. COUNTY shall coordinate with adjoining property owners and sidewalk users in said portions of the right-of-way for State Highway Route 395 with respect to clearing snow and ice. Similar to present practices of STATE, no written arrangement for snow and ice removal is required under

this agreement (i.e., no change from present conditions). However, if snow and ice is removed through other means or arrangements promulgated by COUNTY, said snow and ice removed from sidewalks may be placed in the parking area/shoulder of the roadway as is now the current method of removal. Snow and ice shall only be placed in the parking area/shoulder prior to the parking area/shoulder being cleared of snow.

4. The above scope of work may be modified provided written consent is obtained from the STATE, acting by and through its authorized representatives.
5. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the current edition of the State Department of Transportation Maintenance Manual, or as may be prescribed from time to time in writing by the District Director and agreed to in writing. "District Director," as used herein, means the District Director of the Department of Transportation assigned to the territory in which COUNTY is located, or an authorized representative.
6. Provided written consent is obtained from the STATE, the COUNTY may perform additional work if desired by COUNTY.

SECTION II

STATE's RESPONSIBILITIES:

1. STATE shall maintain the traveled way, median, parking areas, curb (except as noted under COUNTY's responsibilities above), drainage systems, and shoulders within the STATE right-of-way of State Highway Route 395 in the community of Lee Vining, including removing snow, consistent with present operations.
2. State shall place, operate, and maintain traffic control devices necessary for State Highway traffic.
3. During every one-year (12-month) term that this Agreement is in effect, STATE shall provide, at no charge to COUNTY, personnel, equipment, transportation, materials, and supplies necessary for application of centerline and shoulder striping on 10 miles of COUNTY Road(s) designated by, and at the request of, the Department of Public Works of the COUNTY. STATE will, as workload commitments on the State Highway system allows, also provide at the request of the Department of Public Works of the COUNTY, and charge to COUNTY at its applied cost per mile, personnel, equipment, transportation, materials, and supplies necessary for application of up to 10 additional miles of centerline and shoulder striping on COUNTY Road(s) designated by the Department of Public Works. In doing so, STATE shall coordinate with the Department of Public Works to schedule the work and determine the portion of COUNTY Road(s) to which the striping will be applied. Every effort will be made to designate COUNTY Road(s) that is in the same community of, or in the general vicinity of, those portions of STATE Highway upon which striping is being performed.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of the STATE under the terms of this Agreement are contingent upon the appropriation of resources by the Legislature.
2. All obligation of the COUNTY under the terms of this AGREEMENT are contingent upon the appropriation of resources by the COUNTY Board of Supervisors.
3. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties to this contract or to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State Highways different from the standard of care imposed by law.
4. It is understood and agreed that neither STATE nor any of its officers or employees are responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
5. It is understood and agreed that neither COUNTY nor any officer, agent, employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall defend, indemnify and save harmless COUNTY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
6. The initial term of this Agreement shall be October 1, 2008, through September 30, 2009, at which point the Agreement will automatically renew for another one-year (12-month) term, and shall similarly renew each subsequent year thereafter, unless or until it is terminated. Either party may terminate the Agreement, without cause, upon 30 days' prior written notice to the other party; provided, however, that any termination by COUNTY between October 1 and April 1 shall not effective until May 30, and any termination by STATE between April 1 and August 31 shall not be effective until September 30. Notwithstanding the foregoing or any other provision of this Agreement, no party shall have any obligations hereunder unless or until the contingency described above in Recital 2 is satisfied. COUNTY shall provide STATE with written notice by mail that the contingency has been satisfied. At that time, the parties shall use their best efforts to commence performing their respective obligations as soon as reasonably practicable under the then-current circumstances.

7. This Agreement may be terminated or provisions contained herein may be altered, changes, or amended by mutual consent of the parties.
8. No amendment or alteration of this Agreement shall be valid and binding on the parties hereto, unless it is made in writing and signed by the parties. No oral understandings, negotiations or prior written or oral agreement shall be binding on the parties unless it is contained herein. This Agreement shall supersede any previous agreement for maintenance of the same identified portion of this State Highway and any amendments thereto entered into with COUNTY.
9. Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party, which STATE or COUNTY may desire to make, shall be in writing and may be personally serviced, or sent by prepaid first class mail, to the respective parties as follows:

COUNTY:

Department of Public Works
Post Office Box 457
Bridgeport, California 93517

STATE:

Caltrans District 9
500 South Main Street
Bishop, California 93514

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF MONO:**STATE OF CALIFORNIA****DEPARTMENT OF TRANSPORTATION:**

Will Kempton, Director of Transportation

DRAFT

Evan Nikirk, Director
Mono County Department of Public Works

Approved as to Form:

DRAFT

County Counsel

DRAFT

Risk Manager

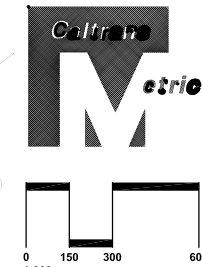
DRAFT

Thomas P. Hallenbeck
District Director

Approved as to Form:

DRAFT

Attorney
Department of Transportation

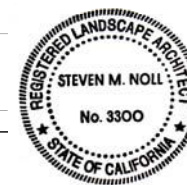


DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET NO	TOTAL SHEETS
09	MONO	ROUTE 158	4.0-4.6	2	10

REGISTERED LANDSCAPE ARCHITECT

PLANS APPROVAL DATE

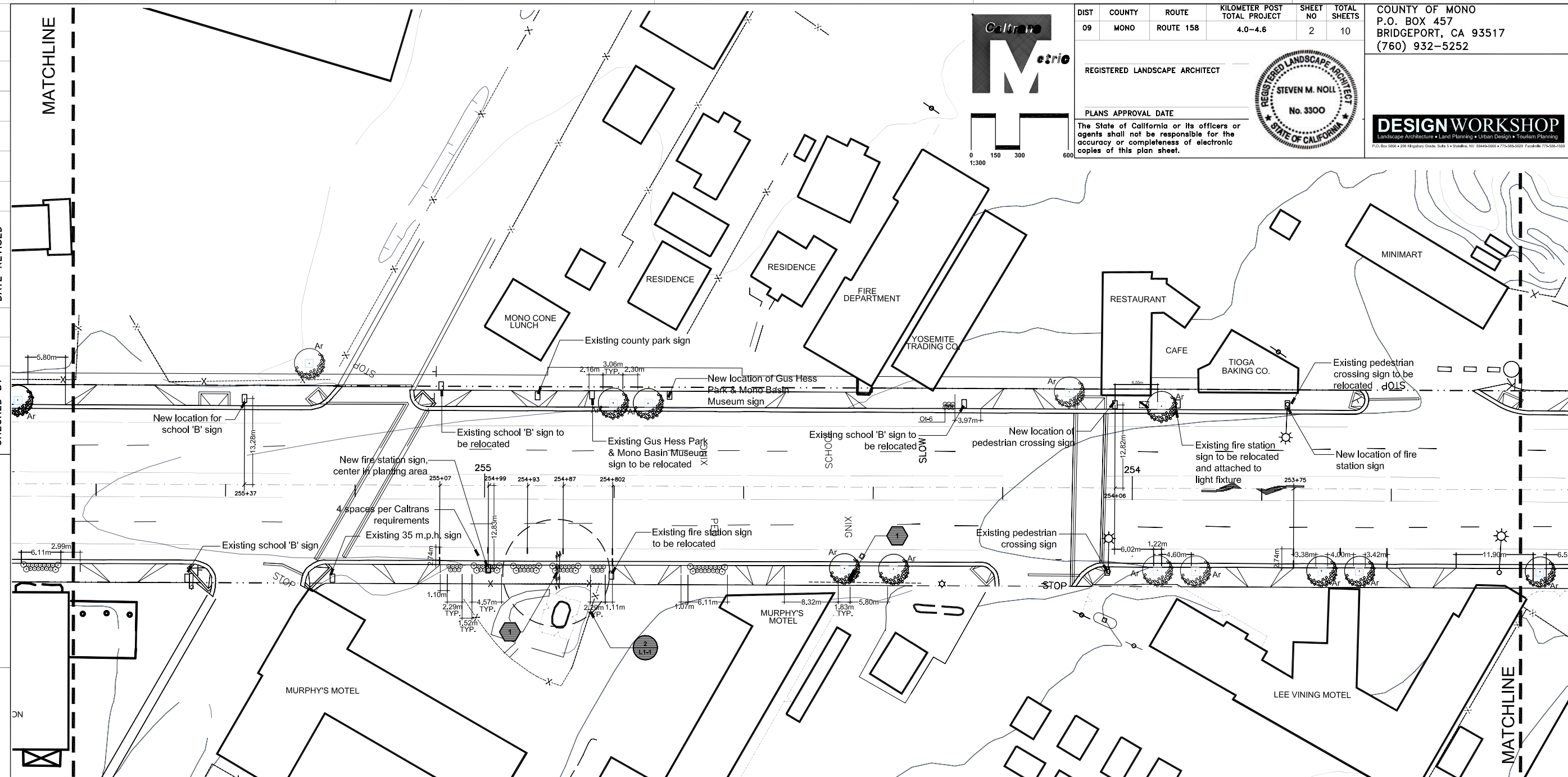
The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.



COUNTY OF MONO
P.O. BOX 457
BRIDGEPORT, CA 93517
(760) 932-5252

DESIGN WORKSHOP
Landscape Architecture • Land Planning • Urban Design • Tourism Planning

P.O. Box 5666 • 208 Kingsbury Grade, Suite 5 • Stateline, NV 89449-5666 • 775-588-5929 Facsimile 775-588-41



MASTER PLANT LIST - LEE VINING, CA (FOR QUANTITIES SEE SHEET L1-0)

(FOR QUANTITIES SEE
SHEET L1-0)

ABBR.	BOTANICAL NAME	COMMON NAME	SIZE
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DECIDUOUS TREES

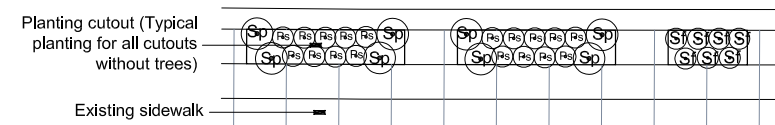
Ar	Acer rubrum	Red Maple	600mm Box
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SHRUBS

Am	<i>Achillea millefolium</i>	Yarrow	600mm B&B
Pf	<i>Potentilla fruticosa</i>	Bush Cinquefoil	5 gal.
Rw	<i>Rosa woodsii</i>	Wood's Rose	10 gal.
Sp	<i>Syringa patula</i> 'Miss Kim'	Miss Kim Lilac	600mm B&B
Vc	<i>Viburnum opulus</i> 'compactum'	Compact European Cranberry	10 gal.

PERENNIALS

Cs	Chrysanthemum superbum 'Alaska'	Alaskan Chrysanthemum	1 gal.
Ot	Oenothera tetragona	Sundrops	1 gal.
Ps	Penstemon strictus	Rocky Mountain Penstemon	1 gal.
Sf	Salvia farinacea	Mealy-Cup Sage	1 gal.



2 MURPHY'S MOTEL LANDSCAPING

SCALE 1:100

LEGEND



PROPOSED STREET TREE



PROPOSED SHRUBS



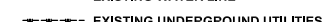
SIGN (SEE NOTES ON PLAN
FOR DESCRIPTION)



-- EXISTING R.O.W.



-- EXISTING WATER LINE



EXISTING UNDERGROUND UTILITIES

KEY NOTES



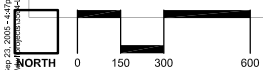
1 IDENTIFIES THE APPROXIMATE LOCATION OF EXISTING UNDERGROUND UTILITIES THAT ARE IN CLOSE PROXIMITY TO LANDSCAPE IMPROVEMENTS. CONTRACTOR IS NOT TO ASSUME THESE ARE ACCURATE NOR THAT ALL THE LOCATIONS ARE SHOWN. CONTRACTOR TO REFER TO CAL TRANS RECORD DRAWINGS FOR LOCATION OF ALL UNDERGROUND UTILITIES AND TAKE NECESSARY STEPS TO PROTECT THE EXISTING UTILITIES WHEN PERFORMING WORK RELATED TO THIS PROJECT.



LANDSCAPE L1-2

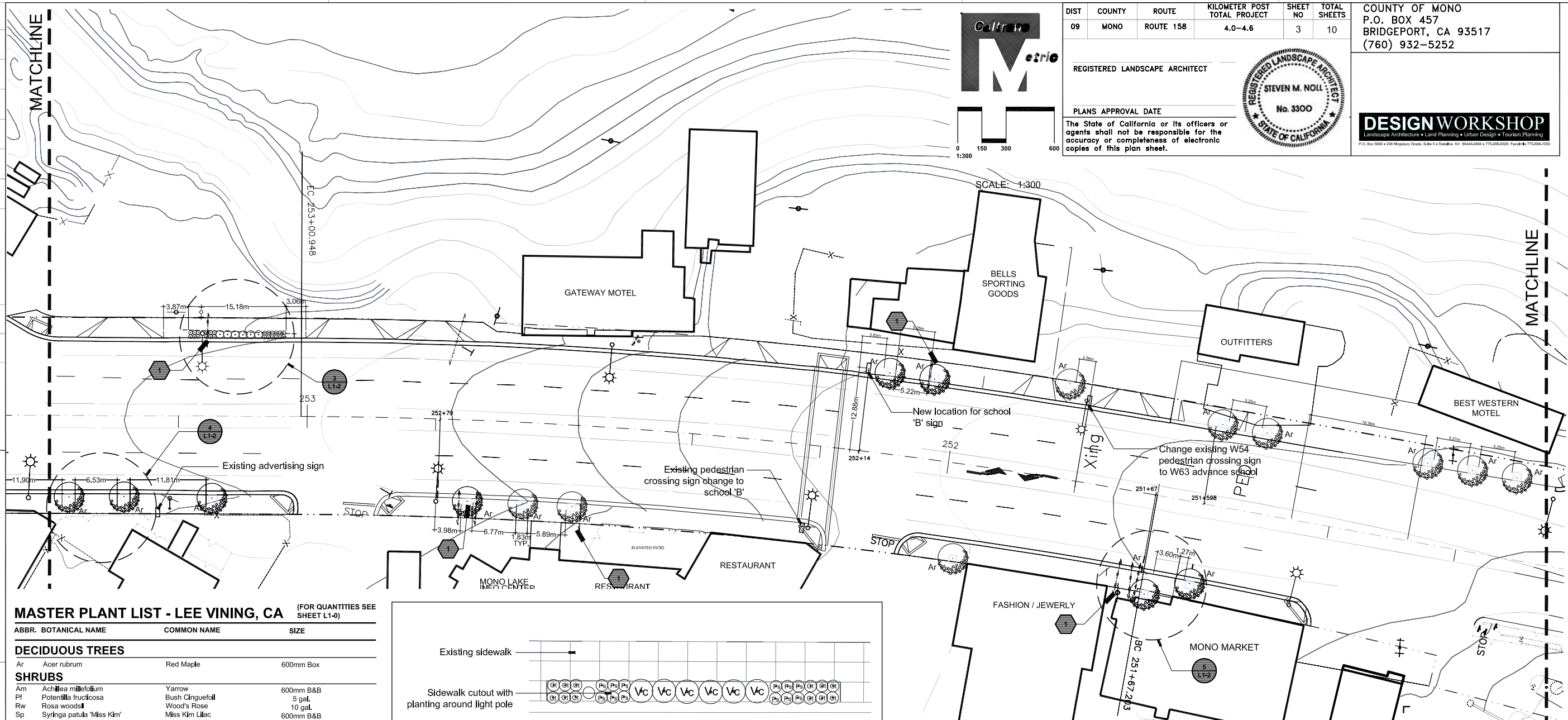
LAST REVISION	20-00-00
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DATE: 05/12/2014
PROJECT: Lee Vining, CA
DRAWN BY: J. Vining
CHECKED BY: J. Vining
SCALE: 1:300



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
PROJECT ENGINEER
CALCULATED BY
CHECKED BY
DATE
REVISED BY
DATE
REVISED BY

Caltrans



MASTER PLANT LIST - LEE VINING, CA (FOR QUANTITIES SEE SHEET L1-0)

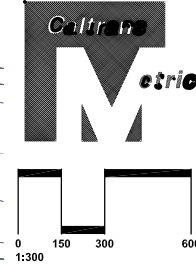
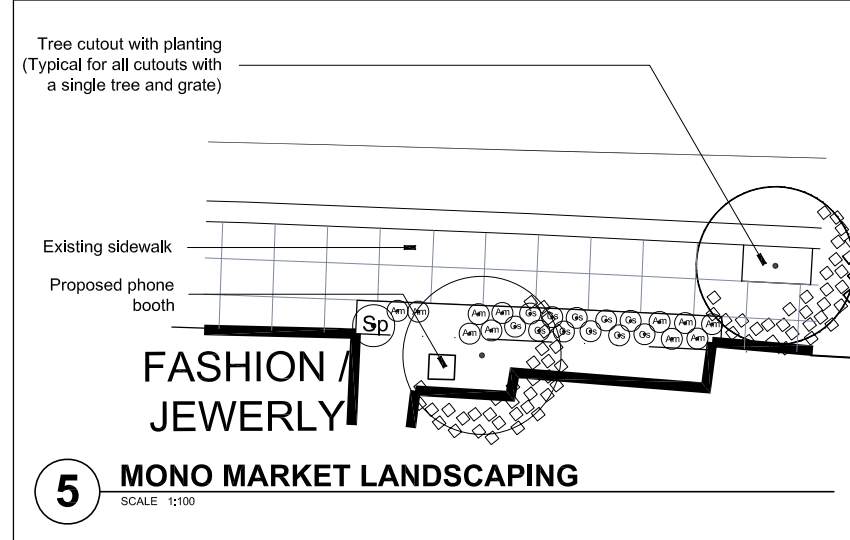
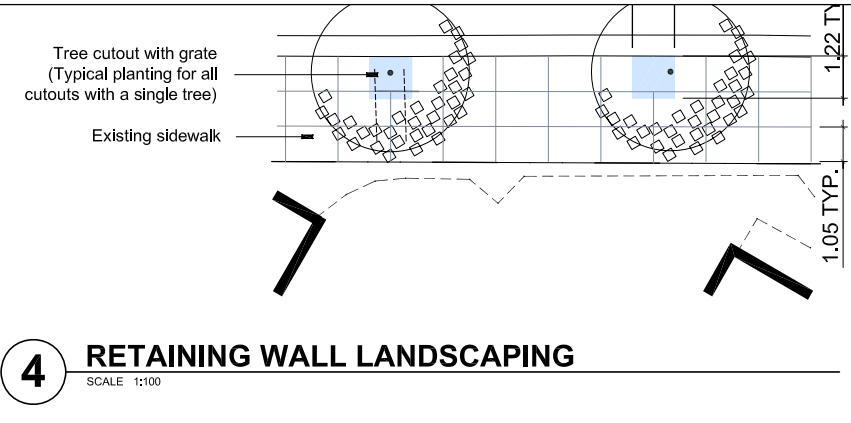
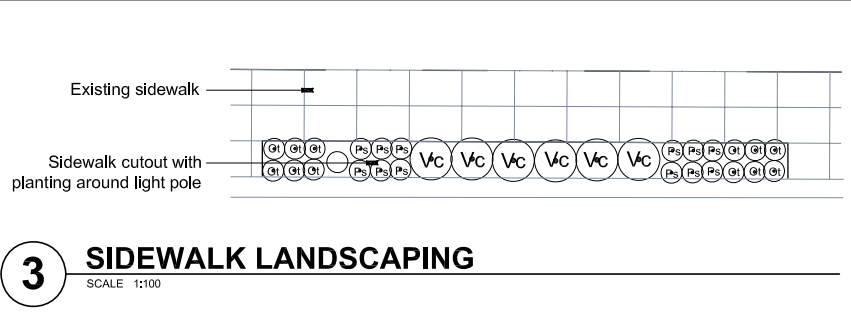
ABBR.	BOTANICAL NAME	COMMON NAME	SIZE
DECIDUOUS TREES			
Ar	Acer rubrum	Red Maple	600mm Box
SHRUBS			
Am	Achillea millefolium	Yarrow	600mm B&B
Pf	Potentilla fruticosa	Bush Cinquefoil	5 gal.
Rw	Rosa woodsii	Wood's Rose	10 gal.
Sp	Syringa patula 'Miss Kim'	Miss Kim Lilac	600mm B&B
Vc	Viburnum opulus 'compactum'	Compact European Cranberry	10 gal.
PERENNIALS			
Cs	Chrysanthemum superbum 'Alaska'	Alaskan Chrysanthemum	1 gal.
Ot	Oenothera tetragyna	Sundrops	1 gal.
Ps	Penstemon strictus	Rocky Mountain Penstemon	1 gal.
Sf	Salvia farinacea	Mealy-Cup Sage	1 gal.

LEGEND

- PROPOSED STREET TREE
- PROPOSED SHRUBS
- SIGN (SEE NOTES ON PLAN FOR DESCRIPTION)
- EXISTING R.O.W.
- EXISTING WATER LINE
- EXISTING UNDERGROUND UTILITIES

KEY NOTES

1 IDENTIFIES THE APPROXIMATE LOCATION OF EXISTING UNDERGROUND UTILITIES THAT ARE IN CLOSE PROXIMITY TO LANDSCAPE IMPROVEMENTS. CONTRACTOR IS NOT TO ASSUME THESE ARE ACCURATE NOR THAT ALL THE LOCATIONS ARE SHOWN. CONTRACTOR TO REFER TO CAL TRANS RECORD DRAWINGS FOR LOCATION OF ALL UNDERGROUND UTILITIES AND TAKE NECESSARY STEPS TO PROTECT THE EXISTING UTILITIES WHEN PERFORMING WORK RELATED TO THIS PROJECT.



DIST 09 COUNTY MONO ROUTE 158 KILOMETER POST TOTAL PROJECT 4.0-4.6 SHEET NO 3 TOTAL SHEETS 10

REGISTERED LANDSCAPE ARCHITECT

PLANS APPROVAL DATE

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.



COUNTY OF MONO
P.O. BOX 457
BRIDGEPORT, CA 93517
(760) 932-5252

DESIGNWORKSHOP
Landscape Architecture • Land Planning • Urban Design • Tourism Planning
P.O. Box 5000 • 205 Hingway Circle, Suite 5 • Boulder, CO 80501 • 303-440-8888 • Fax 303-440-8889

CALL BEFORE YOU DIG
1-800-227-2600

LANDSCAPE L1-2

LAST REVISION
00-00-00



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 9, 2008	DEPARTMENT	Public Works
ADDITIONAL DEPARTMENTS	County Counsel		
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Kelly Garcia
SUBJECT	Letter to Bureau of Land Management Regarding Walker Community Park Lease		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Consider letter from the Board of Supervisors to the Bureau of Land Management, Bishop Field Office, regarding a property line discrepancy at the Walker Community Park.

RECOMMENDED ACTION:

Authorize Chair's signature on a letter to the Bureau of Land Management regarding property line discrepancy at the Walker Community Park.

FISCAL IMPACT:

None

CONTACT NAME: Kelly Garcia

PHONE/EMAIL: 760.932.5446 / kgarcia@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

[Click to download](#)

- ☐ [BLM letter regarding Walker Community Park Lease](#)
- ☐ [BLM letter regarding Walker Community Park Lease](#)
- ☐ [BLM letter regarding Walker Community Park Lease](#)
- ☐ [BLM letter regarding Walker Community Park Lease](#)
- ☐ [BLM letter regarding Walker Community Park Lease](#)

History

Time	Who	Approval
12/1/2008 10:51 AM	County Administrative Office	Yes
12/1/2008 3:32 PM	County Counsel	Yes
12/1/2008 3:43 PM	Finance	Yes
12/1/2008 3:59 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

Post Office Box 457 • 74 North School Street • Bridgeport, California 93517
(760) 932-5440 • Fax (760) 932-5441 • monopw@mono.ca.gov

Evan Nikirk, PE
Director

Kelly Garcia, PE
Assistant Director

Date: December 9, 2008
To: Board of Supervisors
From: Kelly Garcia, Assistant Director of Public Works
Re: Letter to Bureau of Land Management regarding Walker Community Park Lease

Recommended Action:

Authorize Chair's signature on a letter to the Bureau of Land Management regarding property line discrepancy at the Walker Community Park.

Fiscal Impact:

None.

Background:

A boundary survey performed for the Walker Ballfield project revealed a discrepancy between the boundaries of the Bureau of Land Management (BLM) lease, which comprises a portion of the facility, and the subdivision boundaries for the Mill Creek Ranch Subdivision, which was recorded in 1957. A copy of the draft Record of Survey is attached as Exhibit 2, along with the subdivision map (Exhibit 3). While recent ballfield improvements were confined to that portion of the lease clearly outside of the subdivision, construction equipment did damage to the rear property corners of Assessor's Parcel 02-380-04 owned by Mr. Robert Berard (Exhibit 4). Mono County is unable to replace those corners until the boundary discrepancy is resolved.

County staff has been in communication with the BLM for several months in an effort to resolve the issue. The proposed letter (Exhibit 1) is intended to make BLM aware of the importance of the issue and request they expedite their efforts.

Respectfully submitted,

A handwritten signature in blue ink that reads "Kelly Garcia".

Kelly Garcia
Assistant Public Works Director

Attachments: Exhibit 1 – Draft Letter to BLM
Exhibit 2 – Draft Record of Survey
Exhibit 3 – Subdivision Map
Exhibit 4 – Excerpt from GIS System, APN 02-380-04

DRAFT

EXHIBIT 1

December 9, 2008

Mr. Joe Pollini, Acting Field Manager
Bureau of Land Management
Bishop Field Office
351 Pacu Lane
Bishop, California 93514

Regarding: Recreation Lease CA2718
Walker Community Park

Dear Mr. Pollini:

Over the past year, the County of Mono has been working to rehabilitate its ballfield at the Walker Community Park in the community of Walker in northern Mono County. As part of the process, a survey was completed to establish the limits of both the County property and the adjacent BLM lease property associated with the facility. Attached is a copy of the draft Record of Survey.

As reflected in the Record of Survey, there is a discrepancy between the boundaries of the lease and boundaries of the adjacent subdivision. In consideration of this discrepancy, grading activities associated with the ballfield rehabilitation project have been limited to property west of the surveyed subdivision boundary.







Unfortunately, property corner markers for Assessor's Parcel 02-380-04, owned by Mr. Robert Berard, were disturbed during construction. The County's intention is to replace these markers, but we are unable to do so due to the discrepancy revealed by the survey. Enclosed please find a copy of the subdivision map along with an excerpt from the Mono County GIS system identifying Mr. Berard's property.

Mono County has been in contact with your office for many months in an effort to resolve this issue, to no avail. Mr. Berard has become very frustrated and questions Mono County's willingness to replace the markers that were affected. This letter will serve as a formal request to your office to process and expedite a determination as to the rear boundary of the subdivision lots situated to the east of Lease CA2718.


**BEING LOTS Y-8, Y-9, Y-10 & A PORTION OF LOT W-1
OF MILL CREEK RANCH SUBDIVISION AND
A PORTION OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4
OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 23 EAST, M.D.M.
MONO COUNTY, STATE OF CALIFORNIA**

LEGEND

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, T.8N., R.23E., M.D.M., THE BEARING OF SAID LINE BEING N 89°49'50" E, AS SHOWN HEREON.

	PROPERTY LINE
	EASEMENT LINE
	ADJOINING PROPERTY LINE
	SEARCHED FOUND NOTHING, SET 5/8" REBAR WITH CAP, PLS 7936, OR AS NOTED
	FOUND 3/8" REBAR OR AS NOTED
	FOUND SECTION OR 1/4 SECTION CORNER AS NOTED

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY
DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL
LAND SURVEYOR'S ACT AT THE REQUEST OF _____
_____, IN OCTOBER, 2007


GREGORY S. PHILLIPS P.L.S. 7936 10/10/07



THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF
THE PROFESSIONAL LAND SURVEYOR'S ACT THIS ____ DAY OF _____,
20__.

STEVE PARRISH, COUNTY SURVEYOR
COUNTY OF MONO

BY: _____, DEPUTY

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____
THIS _____ DAY OF _____, 200____, AT _____ .M. IN
BOOK _____ OF RECORDS OF SURVEY AT PAGES _____
AT THE REQUEST OF VEIZADES & ASSOCIATES, INC
IN THE AMOUNT OF \$ _____.

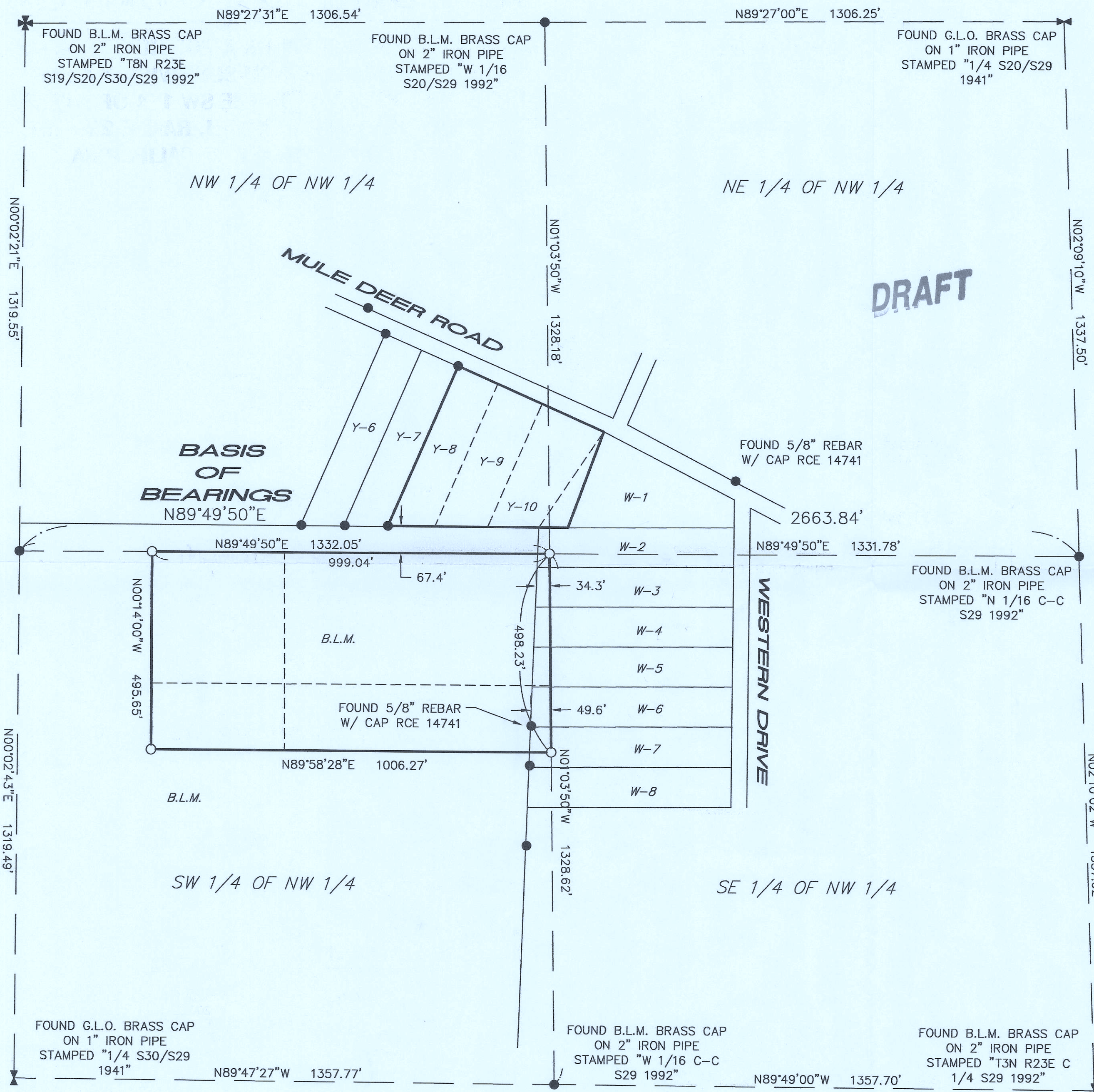
BY: _____
DEPUTY RECORDER

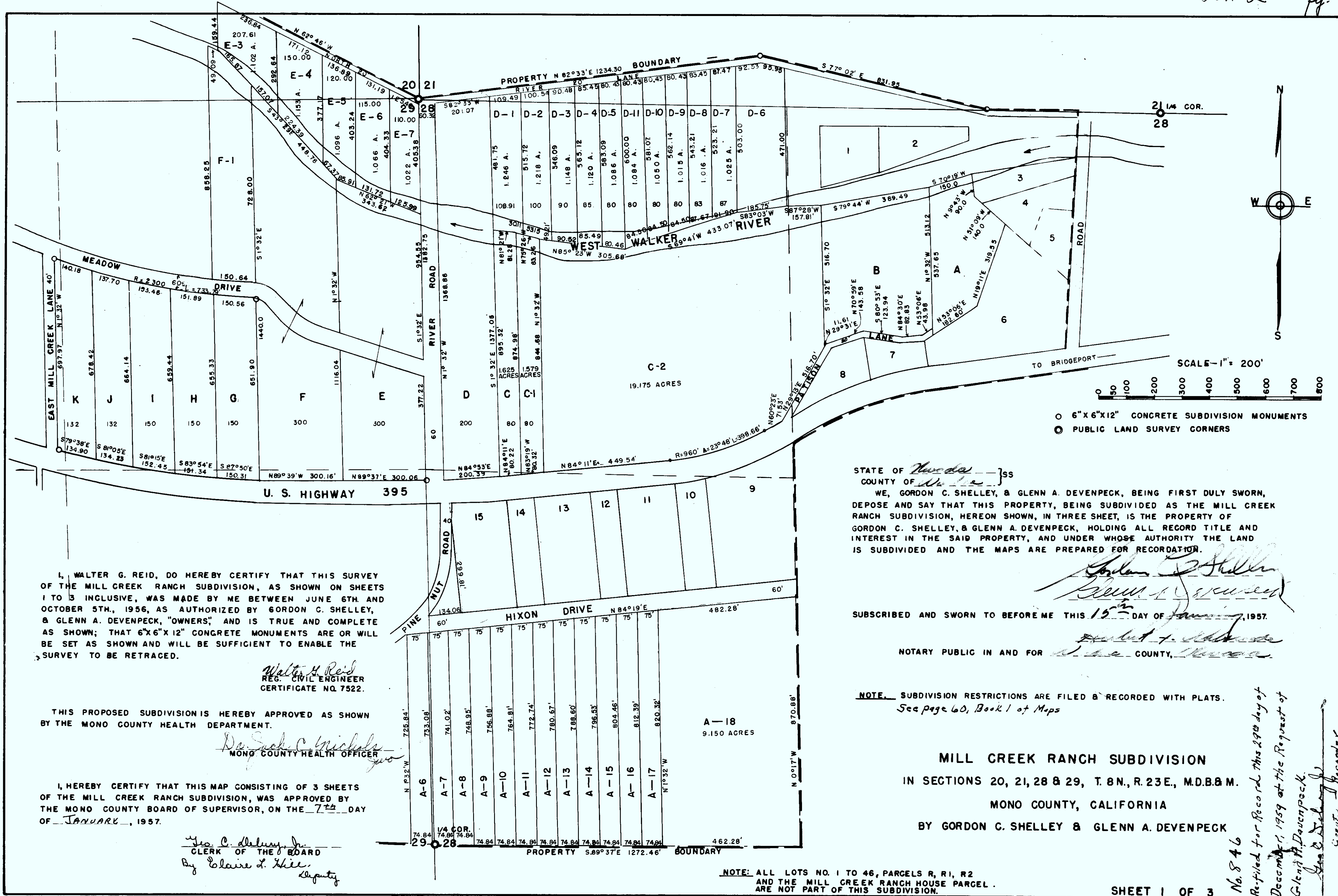


TRI STATE SURVEYING, LTD

07445.01.CM

SHEET 1
OF 1





I, WALTER G. REID, DO HEREBY CERTIFY THAT THIS SURVEY OF THE MILL CREEK RANCH SUBDIVISION, AS SHOWN ON SHEETS 1 TO 3 INCLUSIVE, WAS MADE BY ME BETWEEN JUNE 6TH AND OCTOBER 5TH, 1956, AS AUTHORIZED BY GORDON C. SHELLEY, & GLENN A. DEVENPECK, "OWNERS", AND IS TRUE AND COMPLETE AS SHOWN; THAT 6"x6"x12" CONCRETE MONUMENTS ARE OR WILL BE SET AS SHOWN AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Walter G. Reid
REG. CIVIL ENGINEER
CERTIFICATE NO. 7522.

THIS PROPOSED SUBDIVISION IS HEREBY APPROVED AS SHOWN BY THE MONO COUNTY HEALTH DEPARTMENT.

Dr. S. C. Nichols
MONO COUNTY HEALTH OFFICER

I, HEREBY CERTIFY THAT THIS MAP CONSISTING OF 3 SHEETS OF THE MILL CREEK RANCH SUBDIVISION, WAS APPROVED BY THE MONO COUNTY BOARD OF SUPERVISOR, ON THE 7th DAY OF JANUARY, 1957.

Geo. C. Delaney, Jr.
CLERK OF THE BOARD
By *Clair L. Hill*
Deputy

STATE OF Nevada } ss
COUNTY OF Washoe }

WE, GORDON C. SHELLEY, & GLENN A. DEVENPECK, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT THIS PROPERTY, BEING SUBDIVIDED AS THE MILL CREEK RANCH SUBDIVISION, HEREON SHOWN, IN THREE SHEET, IS THE PROPERTY OF GORDON C. SHELLEY, & GLENN A. DEVENPECK, HOLDING ALL RECORD TITLE AND INTEREST IN THE SAID PROPERTY, AND UNDER WHOSE AUTHORITY THE LAND IS SUBDIVIDED AND THE MAPS ARE PREPARED FOR RECORDATION.

Gordon C. Shelley
Glenn A. Devenpeck

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY OF January, 1957.

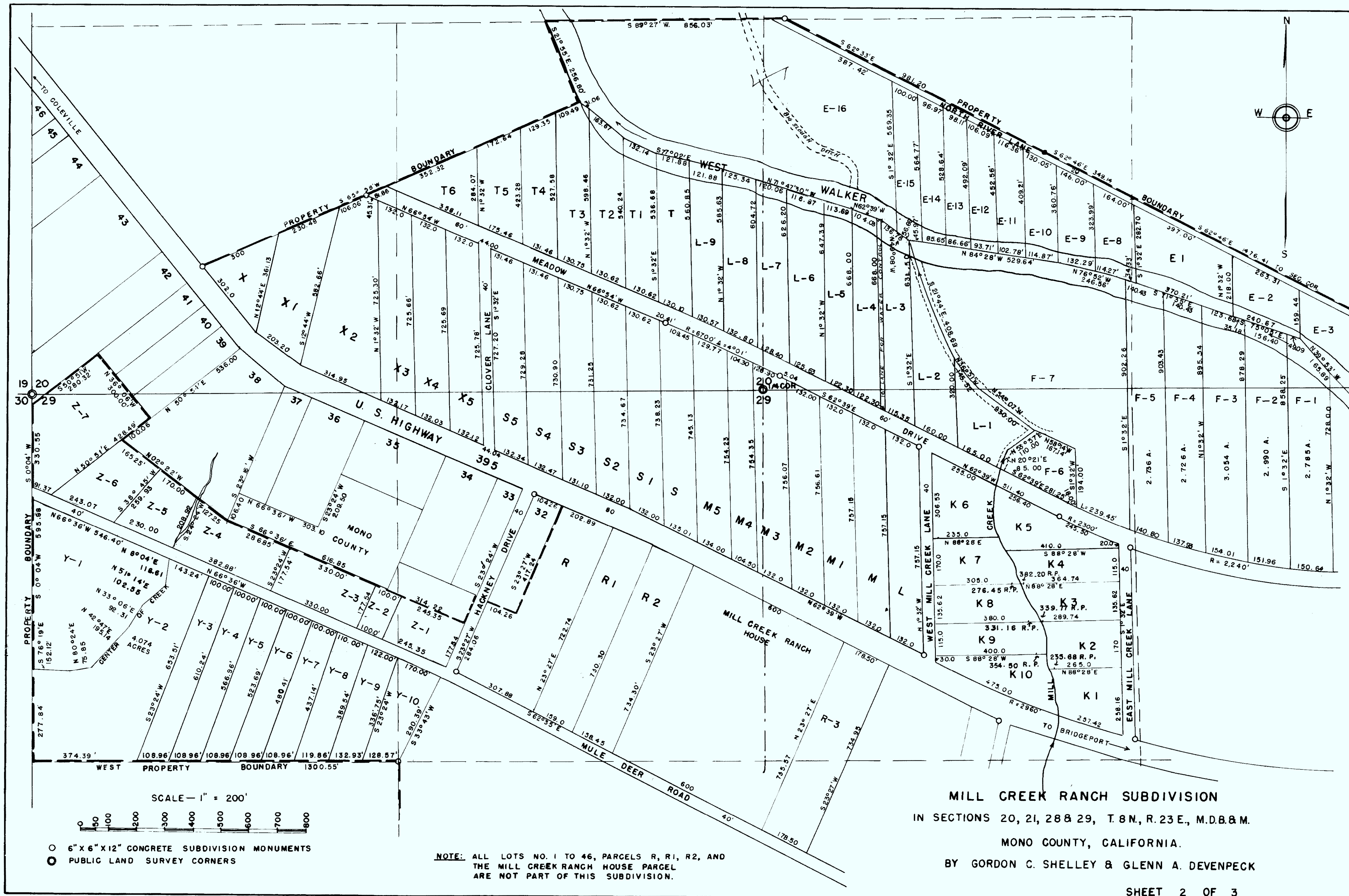
Robert J. McNamee
NOTARY PUBLIC IN AND FOR Washoe COUNTY, Nevada.

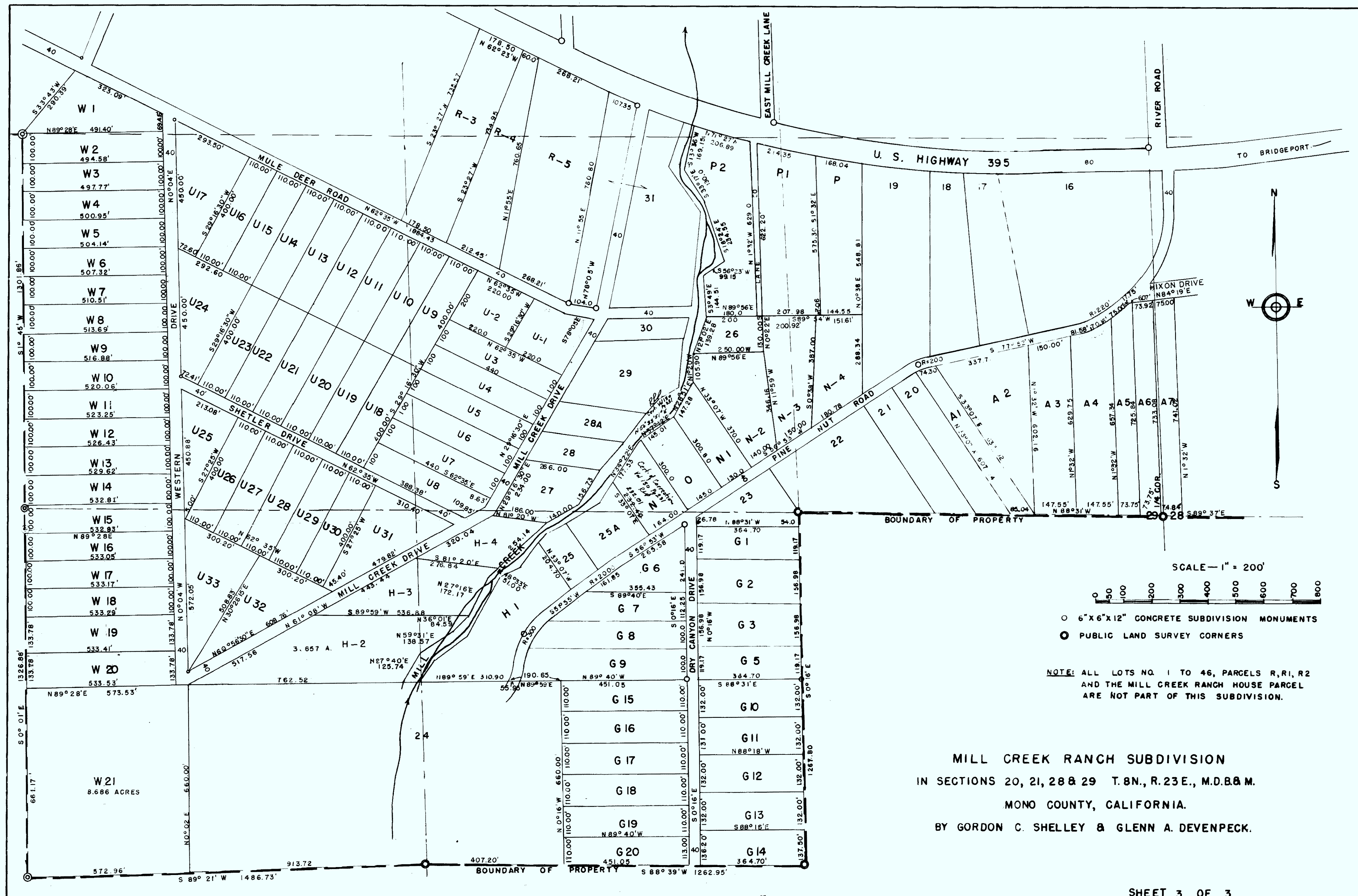
NOTE: SUBDIVISION RESTRICTIONS ARE FILED & RECORDED WITH PLATS. See page 60, Book 1 of Maps

MILL CREEK RANCH SUBDIVISION
IN SECTIONS 20, 21, 28 & 29, T. 8 N., R. 23 E., M.D.B. & M.
MONO COUNTY, CALIFORNIA
BY GORDON C. SHELLEY & GLENN A. DEVENPECK

NOTE: ALL LOTS NO. 1 TO 46, PARCELS R, R1, R2 AND THE MILL CREEK RANCH HOUSE PARCEL ARE NOT PART OF THIS SUBDIVISION.

No. 846
Re-filed for Record this 29th day of December, 1959 at the Request of Glenn A. Devenpeck.
Geo. C. Delaney, Jr.
County Recorder





Parcel Map and Data



Parcel Data

APN	0238004
15-Digit APN	000238004000000
Development	
Street Address	0
Street Prefix	
Street Name	
Community	Walker
Owner	BERARD, ROBERT L.
Tax Roll Name	
Business Name	
Address (1)	1405 TOPAZ RANCH ROAD
Address (2)	
City & State	WELLINGTON NV
Zipcode	89444

Description 1	MILL CREEK RANCH, W-4
Description 2	
Description 3	
Description 4	
Tax Zone	5101
Land Use Desig.	ER
Zoning Desig.	N/A
Recorded Acreage	1.14
GIS Acreage	1.14274911
Land Value	49530
Improvement Value	265250
MH Code	0
MH Value	0
Effective Date	20050715
Cancel Date	00000000
Map #	
Lot #	



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 9, 2008	DEPARTMENT	Human Resources
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	Robert Garret
SUBJECT	Employment Contract with Linda Romero		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Consider and potentially adopt proposed resolution R08_approving an employment agreement with Linda Romero and prescribing the compensation, appointment, and conditions of said employment. Receive staff report. Provide any desired direction to staff.

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

\$99,481 for Fiscal Year 2008-2009 \$104,057 for Fiscal Year 2009-2010. \$108,844 for Fiscal Year 2010-2011. These costs include Salary and Benefits. FY 2008-2009 Funds Currently Budgeted

CONTACT NAME: Robert Garret

PHONE/EMAIL: 5413 / rgarret@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR

***PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING***

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

[Click to download](#)

- ☐ [Staff Report](#)
- ☐ [Resolution re Romero contract](#)
- ☐ [Romero contract](#)

History

Time	Who	Approval
12/1/2008 10:48 AM	County Administrative Office	Yes
12/1/2008 3:09 PM	County Counsel	Yes
12/2/2008 8:29 AM	Finance	Yes
12/2/2008 9:04 AM	County Administrative Office	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Email: rgarret@mono.ca.gov

David Wilbrecht
County Administrative Officer

Robert Garret
Deputy County Administrative Officer/Human
Resources

DATE: December 9, 2008
TO: Honorable Chair and Members of the Board of Supervisors
FROM: Robert Garret, Deputy County Administrative Officer, HR
SUBJECT: Linda Romero Contract - New Three Year Contract: December 9, 2008 through December 9, 2011

Subject:

Approval of a new "At-Will" Contract for Linda Romero

Recommendation: Vote to Approve the renewal of an employment contract for Linda Romero

Fiscal/Mandates Impact: \$99,481 for Fiscal Year 2008-2009.
\$104,057 for Fiscal Year 2009-2010.
\$108,844 for Fiscal Year 2010-2011.
These costs include Salary and Benefits.
FY 2008-2009 Funds Currently Budgeted

Discussion: Mono County has undergone an extensive recruitment process to fill the position of Assistant County Clerk/Recorder/Registrar/Clerk to the Board of Supervisors. This job has been vacant since February 28, 2008. Several qualified candidates emerged during this recruitment and two comprehensive sets of interviews were held with the most qualified candidates. Linda Romero, our current Senior Deputy Board Clerk/Elections Assistant emerged as the successful candidate in this highly competitive recruitment and selection process. Linda started with Mono County as our Transient Occupancy Tax Auditor in August, 2005. Subsequently, she moved into the County Clerk's Office during 2006. She has handled the Board Clerk duties in the absence of the Board Clerk. Also, she stepped in and provided valuable assistance during the recent General Election in a Presidential Election year. Her willingness to step forward in a situation that required substantial effort beyond her normal duties and significant contributions to the success of the 2008 Elections in Mono County have earned Ms. Romero this well deserved promotion.



RESOLUTION NO. R08-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH LINDA ROMERO
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of county employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement re Employment of Linda Romero, a copy of which is Attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Linda Romero. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this day of 2008, by the following
vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
 Clerk of the Board

VIKKI MAGEE BAUER, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

AGREEMENT RE EMPLOYMENT OF LINDA ROMERO

This Agreement is entered into this 9th day of December, 2008, by and between Linda Romero and the County of Mono.

I. RECITALS

Ms. Romero is currently employed by the County as a Senior Deputy Board Clerk/Elections Assistant. The Board of Supervisors now wishes to appoint and employ Ms. Romero as its Assistant County Clerk/Recorder/Registrar/Board Clerk on the terms and conditions set forth in this Agreement. Ms. Romero wishes to accept such continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be December 9, 2008, until December 9, 2011, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Romero in writing no later than June 9, 2011, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Romero shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Ms. Romero that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Romero as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing December 9, 2008, Ms. Romero shall be employed by Mono County as the Assistant County Clerk/Recorder/Registrar/Chief Board Clerk serving at the will and pleasure of the County Clerk/Recorder/Registrar/Chief Board Clerk in accordance with the terms and conditions of this Agreement. Ms. Romero accepts such employment.
3. Commencing December, 2008, Ms. Romero's salary shall be \$6,243 per month. Any future increases in Ms. Romero's salary shall be based solely on the County's Management Compensation Policy, as currently adopted and as the same may be amended from time to time and unilaterally implemented by the County. Ms. Romero understands that she is responsible for paying the

employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County.

4. Ms. Romero understands and agrees that her employment is exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act. In recognition of that fact, Ms. Romero shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Romero understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Ms. Romero's Merit Leave shall be prorated to 6 hours for 2008, based on her December 9, 2008 starting date).
5. Ms. Romero shall receive 15 days of vacation leave during each year of service as a County employee, earned and accrued over the course of a calendar year. (Note: This Agreement does not add to or take away from the 10 days of vacation leave that Ms. Romero was already entitled to earn for calendar year 2008 under her former employment status.) Notwithstanding anything to the contrary in the Mono County Code, the maximum vacation days that may be accumulated by Ms. Romero as of December 31st, the end of the calendar year, shall not exceed 37.5 days (i.e., two and one-half times Ms. Romero's annual vacation day accumulation under this Agreement). If Ms. Romero's total accumulated vacation days exceeds 37.5 days on December 31, then her vacation accrual will cease effective January 1, until Ms. Romero's accumulation of vacation days falls at or below 37.5 days. Once Ms. Romero's accumulation of vacation days falls at or below 37.5 days, then her accrual of vacation days will re-commence for the remainder of the calendar year. Whenever Ms. Romero has accrued a minimum of 80 vacation hours, she may, upon written request, be compensated for up to a maximum of 40 vacation hours of accrued vacation per year, instead of taking that time off.
6. To the extent deemed appropriate by the County Clerk/Recorder/Registrar/Chief Board Clerk, the County shall pay the professional dues, subscriptions, and other expenses necessary for Ms. Romero's full participation in applicable professional associations, for her continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Romero shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy, as currently adopted and as the same

may be amended from time to time and unilaterally implemented by the County. Such benefits include CalPERS retirement benefits (currently 2.7% at 55); sick leave, CalPERS medical insurance, County dental and vision coverage, and life insurance.

8. Ms. Romero shall not be eligible to earn or receive from the County any retiree health benefit or "retirement service" allowance through the County's Section 125 Cafeteria Plan. Instead, Ms. Romero will be eligible to receive County contributions into the Internal Revenue Code Section 401(a) Plan established by the County. The County shall contribute into the Section 401(a) Plan an amount on behalf of Ms. Romero equal to the amount contributed by Ms. Romero (if any) from her own pre-tax salary into one of the County's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed 3% of Ms. Roberts's pre-tax salary. Accordingly, if Ms. Romero contributed a total of 1-3% of her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match her 457 contribution; if Ms. Romero contributed more than 3% of her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of Ms. Roberts's pre-tax salary and would not fully match her 457 contribution. Ms. Romero may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Ms. Romero shall vest – that is, earn the right to withdraw – the County's contributions into the 401(a) Plan on her behalf based on years of County service, as set forth more fully below and allowed by law. The 401(a) Plan provides the following schedule of vesting requirements for Ms. Romero or any other participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of her total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	40%
4 years plus 1 day to 5 years	60%
5 years plus 1 day to less than 6 years	80%
6 years	100%

In addition to and notwithstanding the foregoing, Ms. Romero's options for withdrawing, "rolling over," and otherwise using account money – and the tax consequences of such withdrawals and use – shall be subject to any legal

requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

9. Consistent with the “at will” nature of Ms. Romero’s employment, the County Clerk/Recorder/Registrar/Chief Board Clerk may terminate Ms. Romero’s employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Romero understands and acknowledges that as an “at will” employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Clerk/Recorder/Registrar/Chief Board Clerk may, in her sole discretion, take during Ms. Romero’s employment. Ms. Romero further understands that any termination of her at-will employment under this Agreement will not entitle her to resume her former County employment or be placed in any other County employment.
10. On or before the effective date of any such termination during the term of this Agreement, however, Ms. Romero shall receive as severance pay a lump sum equal to six months’ salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Ms. Romero shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Romero shall receive severance pay equal to six months’ salary in the event that termination occurs after the County has notified Ms. Romero that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties’ failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay.
11. Notwithstanding the foregoing, Ms. Romero shall not be entitled to any severance pay in the event that the County Clerk/Recorder/Registrar/Chief Board Clerk has grounds to discipline her on or about the time she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time.
12. Ms. Romero may resign her employment with the County at any time. Her

resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Romero shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.

13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Romero. Consistent with Ms. Romero's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time Ms. Romero may have accrued as of the effective date of this agreement, nor will it have any effect on her original date of hire, or total years of service as a County employee, to the extent that the same may be relevant in determining such accruals or Ms. Romero's date of eligibility for or vesting of any non-salary benefits or any other purpose.
14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Romero's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Romero's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
15. Ms. Romero acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Romero further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

///

III. EXECUTION:

This Agreement shall be deemed executed as of December 9, 2008.

LINDA ROMERO

THE COUNTY OF MONO

By: Vikki Magee Bauer, Chair
Board of Supervisors

APPROVED AS TO FORM

By: Marshall Rudolph
County Counsel